POLE LINE DISTRIBUTION R/W
CP-6510 REF. 3-(1)

AFTER RECORDING
RETURN TO:

FOR RECORDER'S USE ONLY

FILED
OCT - 3 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-101

THE COUNTY OF YOLO, a political subdivision of the State of California

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hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, its successors and assigns, the right to erect, replace, remove, maintain, and use a line of poles with all necessary and proper cross-arms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and to suspend therefrom, maintain and use such wires as second party shall from time to time deem necessary for the transmission and distribution of electric energy together with a right of way along said line of poles and the right of ingress thereto and egress therefrom, over and

across those certain lands situate in the _____ County of Yolo, State of California, which are described as follows:

The East half of the Northwest quarter of Section 34, Township 9 North, Range 1 East, M.D.B.&M.

The route of said line of poles is described as follows:

Beginning at a point in the southerly boundary of Yolo County Road No. 29, from which the nail and shiner, marking the North quarter corner of said Section 34, bears North 16° 30' 30" East 31.3 feet distant and running thence South 09° 42' West 393.6 feet; thence South 00° 04' 30" West 910.0 feet; thence North 89° 55' 30" West 660.0 feet to a point in said lands.

Second party shall also have the right to trim _____ and clear away or otherwise control any trees or brush along said poles and wires whenever considered necessary for the complete enjoyment of the rights hereby granted.

IN WITNESS WHEREOF first party has executed these presents this _____ day of _____, 19____.

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Executed in the presence of:

THE COUNTY OF YOLO

GRANTOR'S COPY AND MAP
DO NOT RETURN TO P.G.&E.
RETAIN FOR YOUR RECORDS

_____
Witness

By _____

And By Arthur H Edmonds

Sacto WO 3-1307-A
Maps SA-1207, Sh. 1 and 2, L-15
Sec. 34, T9N, R1E, M.D.B.&M.
E½ of NW¼

Prepared RTC
Checked [illegible]

State of California,)
County of YOLO) ss.

On this 4th day of August, in the year 1969, before me, Audrey J. Lunt, a Notary Public in and for the said County of YOLO, duly commissioned and sworn, personally appeared ARTHUR H. EDMONDS, known to me to be the CHAIRMAN OF THE BOARD OF SUPERVISORS of the public body, corporate and politic, described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the public body, corporate and politic, therein named, and acknowledged to me that such public body, corporate and politic, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ County of YOLO the day and year in this certificate first above written.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
Notary Public in and for the _____
County of Yolo,
State of California.

My commission expires Oct. 17, 1969.

FILED
JUL 22 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69- 102

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 22nd day of July, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WILLIAM H. DAVIS, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

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AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M.
2. In consideration of the mutual covenants and agreements herein

contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to this agreement. On such occasions as there may be less than five (5) full time physicians available for duty, overtime shall be paid to PHYSICIAN at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

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3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 22, 1969, and continue until written notice of cancellation is served by either party on the other, at least sixty (60) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall

perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be

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undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY Walter D. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodriguez
DEPUTY

(SEAL)

William H. Davis M.D.
WILLIAM H. DAVIS, M. D.

FILED
AUG 11 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-103

(Maintenance of Putah Creek Angling Access Area)

THIS AGREEMENT made and entered into this 15th day of August, 1969, by and between RALPH WALDO CHAPMAN, hereinafter referred to as CONTRACTOR and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

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W I T N E S S E T H:

WHEREAS, on the 27th day of April, 1964, by Agreement No. 64-46, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Fish and Game, regarding the Putah Creek Angling Access Area wherein COUNTY agreed to provide all necessary maintenance and upkeep of said angling access area, said maintenance to include the keeping of the parking area, sanitary facilities, and other improvements located thereon, in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Putah Creek Angling Access Area; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area.

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

a. To serve in the capacity as patrolman and caretaker of the Putah Creek Angling Access Area, and to open the area to the public not later than sunrise daily and to close said area not

later than 11:00 o'clock P. M.

b. To maintain order and prohibit overnight camping in said angling access area and enforce all rules and regulations governing same as adopted by COUNTY.

c. To provide all necessary maintenance and upkeep of said angling access area for the term hereof and said maintenance shall include, but not be limited to, the keeping of the parking area, sanitary facilities and other improvements thereon in good repair and free from unsightly conditions and debris accumulations.

d. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.

e. To perform such other duties as may be necessary to maintain a proper recreation area.

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2. COUNTY agrees:

a. To pay to CONTRACTOR the sum of FOUR HUNDRED AND NO/100 DOLLARS ($400.00) per month during the term of this agreement conditioned upon the CONTRACTOR'S submitting a proper claim as may be required by the County Auditor-Controller.

b. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duties under this agreement.

c. To provide necessary gasoline, oil and vehicular maintenance through its county yard located at Winters, California.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

4. That the parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

5. The term of this agreement shall commence on the date

first above written and shall continue until terminated by either party hereto by a thirty-day written notice of intention to terminate said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

(SEAL)

Micro Fiched

_____
RALPH WALDO CHAPMAN

FILED
AUG - 7 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-104

THIS AGREEMENT made and entered into this 28th day of July, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and KATHERINE S. JOHNSON, West Sacramento, California, hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of providing professional guidance and counsel to the County Welfare Director for the administration of the County General Relief Program; and

WHEREAS, CONTRACTOR is qualified to perform such professional guidance and counsel,

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NOW, THEREFORE, in consideration of the premises and of the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed as follows:

(1) CONTRACTOR agrees to provide professional guidance and counsel to the County Welfare Director for the administration of the County General Relief Program.

(2) CONTRACTOR agrees to submit periodical reports relating to the administration of the County General Relief Program as requested by the County Welfare Director.

(3) CONTRACTOR agrees to submit a monthly statement to the Welfare Director of hours worked.

(4) COUNTY agrees to pay CONTRACTOR at a rate of $4.28 per hour for services rendered under this agreement at the request of the County Welfare Director, plus traveling expenses for the use of her automobile on matters herein provided for at the rate of

10¢ a mile for the first 300 miles traveled per month and 8¢ per mile thereafter. Said payment shall be in full for all services, costs and expenses of any nature whatsoever and wheresoever.

(5) This contract may be terminated upon thirty (30) days' notice by either party.

(6) This agreement supersedes a similar agreement between the parties dated March 7, 1966.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Balgenorth
Deputy

(SEAL)

Micro Fiched

Katherine S. Johnson
KATHERINE S. JOHNSON

FILED
JUL 9 8 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-105

(Agreement for Landscape Maintenance Services)

THIS AGREEMENT made and entered into this 9th day of July, 1969, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LEO J. ROSS, hereinafter called CONTRACTOR,

W I T N E S S E T H: Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide landscape maintenance services for the Davis Branch Library consisting of providing at his own expense all labor, equipment and supplies for the necessary maintenance and upkeep of the landscaping of said Branch Library for the term hereof, and said maintenance and upkeep shall include but not be limited to cutting, edging, weeding, watering, fertilizing and applying insecticides, and pruning the lawn, shrubs and trees located at said Branch Library and keeping the landscaping free from unsightly conditions and accumulations of debris and perform such other duties as may be necessary properly to maintain the landscaping.

2. IN CONSIDERATION of the covenants of CONTRACTOR herein, COUNTY agrees as follows:

   A. To pay CONTRACTOR the sum of $90.00 dollars per month during the term of this agreement; and

   B. To provide CONTRACTOR with any fertilizer, sprays or insecticides needed by CONTRACTOR in the carrying out of his duties under this agreement.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

   A. In the performance of the work, duty and obligations

devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering landscape maintenance services.

B. The term of this agreement shall commence on the day and year first above written and shall continue until this agreement is terminated by either party by thirty (30) days' written notice.

C. No alteration nor variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

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D. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained and any assignment without the written consent of COUNTY first had and obtained shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

_____
LEO J. ROSS

FILED

AUG - 4 1969

LAURENCE P. HENIGAN, Clerk
By. Barbara A. Rodgers
Deputy

AGREEMENT NO. 69-106

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2012
(Hays Industrial Subdivision)

THIS AGREEMENT is made and entered into this 22nd day of July, 1969, by and between A. W. Hays, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2012 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in said Subdivision No. 2012 public improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

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2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of $46.00 to cover the cost of checking the final map as such checking is required by the County in accordance with Ordinance No. 534 & 546 prior to plan approval.

4. That Subdivider shall, upon execution of this agreement, pay to the County the sum of $575.00 to cover the cost of plan checking and inspection of the improvements herein provided as such plan checking and inspection is required by the County and subject to the provisions of Ordinance No. 534.

5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2012.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and/or death of any one person, $300,000 in respect to personal injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the completion of the development of said Subdivision No. 2012 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

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11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

13. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $175.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

15. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

17. That Subdivider shall, upon execution of this agreement, pay to the County as a drainage fee the sum of one thousand, five hundred forty five and 00/100 ($1,545.00) dollars. This sum is computed at the rate of $750.00 per acre upon a gross acreage of 2.06 acres. This deposit is for the purpose of defraying the estimated costs of constructing drainage facilities for the removal of surface and storm waters from local drainage areas.

18. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, CLERK

By _____ Deputy
(Seal)

_____

_____

_____

Recommended for Approval to the
Board of Supervisors of the County of Yolo:

_____
Director of Public Works AUG - 4 1969

Approved as to Form:

_____
County Counsel JUL 30 1969

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L. H. Barth

FILED
JAN 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-107

LAND CONSERVATION AGREEMENT

PRESERVE NO. 18

THIS LAND CONSERVATION AGREEMENT, made and entered into this 28th day of July, 1969, by and between L. H. BARTH hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED SEE AGREEMENT 70-14

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-103; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

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best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Filmed

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original copy Signed - Filed

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 1960, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original signed & copy Filed

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

Original signed & copy Filed.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

L. H. Barth

Parcel Nos. 21-520-42 and 21-520-04

Description

The SE¼ of Section 16, and the S½ of the NW¼ and the NE¼ of the NW¼ of Section 22, T9N, R1W, M.D.B.&M.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Filmed

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

H. L. Fredericks, Jr.

(Endorsed) Filed Aug 20, 1969
LAURENCE P. HENNIGAN, Clerk
By LAURA A. BOSSERMAN, Deputy

AGREEMENT NO. 69-108

LAND CONSERVATION AGREEMENT
PRESERVE NO. 18

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of July, 1969, by and between H. L. Fredericks, Jr., hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED

W I T N E S S E T H:

SEE AGREEMENT

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-103; and

No. 71-142

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

Micro Filmed

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

ARTHUR M. EDWORDS

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By_____ BARBARA A. RODGERS
DEPUTY

OWNER Original Signed

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 1960, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Filmed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

H. L. Fredericks, Jr.

Parcel Nos. 21-520-31 and 21-520-43

Description

The N½ of Section 21, and the N½ of the SW¼ of Section 21, T9N, R1W, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Filmed

Lillian W. Colburn

AGREEMENT NO. 69-109

LAND CONSERVATION AGREEMENT

Preserve No. 18

THIS LAND CONSERVATION AGREEMENT, made and entered into this 22th day of July, 1969, by and between Lillian W. Colburn, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-109; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreemer or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entere into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantiall similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

Micro Filmed

and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Filmed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Lillian W. Colburn

Parcel No. 21-520-18

Description

The N½ of the SW¼ of Section 16, T9N, R1W, M.D.B.&M.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED
OCT - 8 1969
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS
Deputy

AGREEMENT NO. 69-110

LAND CONSERVATION AGREEMENT

PRESERVE NO. 18

THIS LAND CONSERVATION AGREEMENT, made and entered into this 28th day of July, 1969, by and between George H. & Veneva S. Alcock, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-103; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT 10-21-69

Micro Fiched

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Filmed

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur K. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Barbara A. Rodgers
DEPUTY

OWNER

George A. Hoods

Helen S. Hoods

Micro Filmed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST 4, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires Oct. 17, 1969

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this Sept 2, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Leonard Wood and Vernon S. Wood known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 2 day of Sept, 1969.

Wayne D Lunt
NOTARY PUBLIC

WAYNE S. IRELAND
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
My Commission Expires June 3, 1971

My Commission Expires: 6/3/71

EXHIBIT "A"

George H. & Veneva S. Alcock

Parcel Nos. 21-520-09 and 21-520-10 and 21-520-17

Description

The Northeast 50 acres of the S½ of Section 17, T9N R1W, M.D.B.&M., and the SE¼ of the SW¼ of Section 16, T9N, R1W, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Filmed

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

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Robert E. Griffin

(Endorsed) Filed Aug 21, 1969
LAURENCE P. HENDRICKSON, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-111

LAND CONSERVATION AGREEMENT
PRESERVE NO. 18

THIS LAND CONSERVATION AGREEMENT, made and entered into this 28th day of July, 1969, by and between Robert E. Griffin, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-103; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT NO. 69-131

Micro Filmed

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 19__, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Robert E. Griffin

Parcel Nos. 21-530-02 and 21-530-03

Description

The N½ of the SW¼ of Section 22, T9N, R1W, M.D.B.&M., together with a right of way for irrigation canal over and across the southerly 20 feet of the N½ of the SE¼ of Section 21, T9N, R1W, M.D.B.&M., and the S½ of the SW¼ of Section 22, T9N, R1W, M.D.B.&M., excepting therefrom that certain eight acres, more or less, in the southwest corner thereof.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Filmed

Henry Y. and Yoshito Yamada

(Endorsed) Filed Aug 29, 1969
LAURENCE P. HARRIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-112

LAND CONSERVATION AGREEMENT

PRESERVE NO. 19

THIS LAND CONSERVATION AGREEMENT, made and entered into this 28th day of July, 19 69, by and between Henry Y. and Yoshito Yamada, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-SEE AGREEMENT NO. 71-132

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-105; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiche

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Henry Y. and Yoshito Yamada

Assessor's Parcel No. 27-180-07

Description

Beginning at a point on the north line of Section 18, T10N, R2E, M.D.B.&M., 781.8 feet westerly of the northeast corner of said Section 18; and running thence north 3523.5 feet; thence east 272.5 feet to the center of Cache Creek; thence up and along the center of said Creek as follows: west 17° west 312 feet; north 5° 30' east 1096 feet; north 43° west 256 feet; south 61° west 727 feet; south 84° west 580 feet; north 81° 15' west 310 feet; south 78° 30' west 340 feet; thence leaving said Creek south 4685 feet along boundary fence to a stone monument in center of road; thence north 89° 24' east 1740.4 feet to the place of beginning, containing 198.97 acres and being a portion of Rancho Ro Jesus Maria.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Filmed

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

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Y. and Rose Isako Oda

[Endorsed] Filed Aug 26 1970
LAURENCE P. HENNIGAN, Clerk
BARBARA A. RODGERS
By _____ Deputy

AGREEMENT NO. 70-113

LAND CONSERVATION AGREEMENT

PRESERVE NO. 19

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of July, 1970, by and between Y. and Rose Isako Oda, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 70-105; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT NO. 71-133

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best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER Original signed

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 1959, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Filmed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Y. and Rose Isako Oda

Assessor's Parcel Nos. 27-180-05 and 06.

Description

Beginning at a point in the south line of Section 7, T10N, R2E, M.D.B.&M., distant thereon south 89° 39' west 2522.2 feet from the southeast corner of said section; and running thence along said section line south 89° 39' west 2000 feet; thence north 4376 feet, more or less, to the center of Cache Creek; thence easterly down the center of said Creek, following the meanderings thereof, to the point in the center of said Creek which lies north of the point of beginning and 4685 feet therefrom; and thence south 4685 feet to the point of beginning, and beling all of DePue's Subdivision of part of Yolo Orchard, Yolo County, California, according to map thereof filed in the Office of the County Recorder of said County of Yolo on November 2, 1912, in Book 2 of Maps at Page 63.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Filmed

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Robert L. Button

FILED
OCT 27 1969
LAURENCE P. HANIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-114

LAND CONSERVATION AGREEMENT

PRESERVE NO. 20

THIS LAND CONSERVATION AGREEMENT, made and entered into this 28th day of July, 1969, by and between Robert L. Button, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED - SEE AGREEMENT NO. 71-134

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-107; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER

original signed by
Robert Leslie Button

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 19 60, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Robert L. Button

County Assessors Parcel Numbered 30-270-03

Description

The Fractional E½ of Section 30, T8N, R1W, M.D.B.&M.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

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10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Robert L. & Eugenia D. Button

(Endorsed) Filed Aug 23 1969
LAURENCE P. HENNESSY, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-135

LAND CONSERVATION AGREEMENT

PRESERVE NO. 21

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of July, 1969, by and between Robert L. & Eugenia D. Button, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-109; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a good supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT No. 71-135

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best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

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require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Filed Copy Signed

OWNER _____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On AUGUST, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDWARDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 2 of Briggs Ranch as shown on the official map thereof filed for record in the Office of the County Recorder in Book 4 of Maps & Surveys at Page 47; and all that portion of the S½ of Section 35 and the S½ of Section 36, T9N, R1W, M.D.B.&M. lying west of County Road 90-A.

The above description describes Assessor's Parcels Numbered 31-010-24 and 21-540-49.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

YOLO COUNTY
AGREEMENT NO. 69-116

CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of YOLO (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 19 70, will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $7,000.00. The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent that County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 8th day of August, 1969

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COUNTY OF YOLO
Address Yolo County Courthouse
Woodland, California

By _____
Title Chairman, Board of Supervisors,
County of Yolo, State of California

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By _____
Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

_____
Executive Secretary

Approved as to Form
AUG - 8 1969
County Counsel of Yolo County

FILED
SEP 19 1969
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

PT-47 REV. 1 (5-69)

ACCOUNTING FOR REFUNDS (Renumbered 2/65) 8745.4

The refunds will be abated to the appropriation current for the period of usage for which the claim is being filed.

FEDERAL MOTOR VEHICLE FUEL TAX (Renumbered 2/65) 8745.5

The State is exempt from Federal Excise Tax on motor vehicle fuel.

CONTINGENT REFUNDS UNDER AGREEMENTS FOR INSTALLATION OF UTILITY SERVICE LINES (Revised & Renumbered 2/65) 8750

It is common in agreements with utility companies for installation of service lines to provide for refunds to the State in the event that other consumers later be connected to the utility line serving the state agency. The right of refund is usually for a ten year period and is limited to the total amount of the payment under the agreement.

Accounting control over these contingent receivables will be maintained in memorandum accounts of the agency. When such agreements are negotiated, the contingent account receivable will be recorded in the accounts for the total amount of the installation cost as set forth in the contract. Copies of the agreements can be filed as the subsidiary detail of the contingent receivables account.

The Office of Architecture and Construction will furnish the agency a copy of each agreement providing for refunds negotiated by that office in connection with the construction contracts.

Contingent receivables will be recorded in memorandum accounts by the following entry:

Dr. Contingent Accounts Receivable
Cr. Reserve for Contingent Accounts Receivable

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Refunds received during the term of the agreement will be remitted to the State Treasury as abatements to the appropriation from which the installation cost was paid, or if that appropriation has reverted, as refunds to reverted appropriations. At the time the abatements are recorded, entries will be made to reduce the balances in Accounts No. 164 and 350 and the above memorandum accounts.

Upon expiration of the agreement the agency will check with the utility company to determine whether it is entitled to any further refund. Then any unrefunded balance will be cancelled by debiting Reserve for Contingent Accounts Receivable and crediting Contingent Accounts Receivable.

CHARGES FOR SERVICES TO OTHER THAN STATE AGENCIES (Revised 8/67) 8755

Many state agencies are authorized to perform services for individuals, firms, corporations, other governmental jurisdictions, etc. and charge for them at cost. Charges for such services will include all appropriate costs. (See Section 8755.1.) In order to maximize interest earnings, services provided will be billed for promptly. Progress billings will be made for services provided over an extended period.

In situations where charges are made for services to the Federal Government or other governmental jurisdictions, agencies will, if possible, arrange for advances rather than subsequent reimbursements. (Where an agency makes expenditures from a state fund -- such as the General Fund -- and later has that fund reimbursed by a federal or other trust fund in the State Treasury, it will at least assure that moneys are received by the trust fund from the jurisdiction served by the time the expenditures are made from the state fund -- rather than by the later date -- often a month later -- that the state fund computes the charges and bills the trust fund.)

COST ELEMENTS INCLUDED (Revised 8/67) 8755.1

The following costs will be included in developing charges for such services unless otherwise specified by law:

1. Direct Costs:

   a. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Section 8740 and 8740.1.

   b. Identifiable operating expenses incurred in rendering the service, such as the cost of materials, travel expenses, pool car rental expense, long distance toll charges, etc.

   c. Charges for other than incidental use of major equipment, such as heavy road and construction equipment, vehicles, punched card and data processing equipment, etc. at rates per mile, hour, etc. based upon costs of ownership, maintenance, and operation.

2. Overhead Costs:

Proportionate shares of unit, bureau, division, and department administrative, supervisory, and executive expense and indirect clerical expense, including expense for salaries and wages; state expense for employee retirement, social security, health benefits, and Workmen's Compensation; and general operating expenses.

The amount of overhead costs to be allocated to each direct labor hour worked by a unit may be computed by:

a. Prorating the actual or estimated annual bureau, division, and department overhead to the unit concerned in the ratio that the total actual or estimated annual salaries and wages expense of the unit bears to the total actual or estimated annual salaries and wages expense of all units.

b. Adding the amount determined in (a) above to the actual or estimated annual unit overhead of the unit concerned.

c. Dividing the sum determined in (b) above by the total actual or estimated number of working hours during the year (at 1,824 hours per employee) for all employees of the unit except administrative, supervisory, or executive personnel. Department executive and administrative expense normally will include the expense of boards; the executive office; and the accounting, personnel, legal, business management, statistical, and similar units.

3. Other Costs:

Costs not paid by the agency. Normally special fund agencies are charged for General Fund services and the use of General Fund facilities. Therefore, such costs for special fund agencies normally will be included under Overhead Costs. Agencies supported from the General Fund, however, do not pay for several types of state expense that are borne by the General Fund. Pursuant to Government Code Section 11010, agencies supported from the General Fund must include in their charges for services to other than state agencies a charge for the following costs not paid by the agency which are not included in Direct Costs or Overhead Costs above:

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a. General administrative pro rata charges.

b. A proportionate share of the liability insurance premiums related to agency-owned motor vehicles.

c. Attorney General's services. (Each department's cost for this service will be furnished upon request by the Department of Justice Accounting Office.)

ACCOUNTING (Revised & Renumbered 2/65) 8755.2

The reimbursements will be accounted as appropriation reimbursements of the appropriation to the agency current at the time the service was performed. The fact that these reimbursements will include reimbursements of some costs not paid by the agency will be considered in budgeting.

CHARGES FOR INTER-AGENCY SERVICES (Revised & Renumbered 2/65) 8760

Section 11256, Government Code provides in part that state agencies furnishing inter-agency services shall charge for such direct and indirect costs as may be approved by the Director of General Services.

COST ELEMENTS INCLUDED (Revised & Renumbered 2/65) 8760.1

Charges for inter-agency services will include the following costs:

1. Identifiable salaries and wages incurred in rendering the service, computed at the rates prescribed in Sections 8740 and 8740.1.

2. Identifiable operating expenses incurred in connection with rendering the service such as materials, travel expenses, and equipment rentals.

3. Proportionate shares of applicable costs not specifically identifiable with the service performed.

4. Proportionate shares of administrative overhead.

FILED
AUG - 4 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 69-117

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and HART AND TURNER, hereinafter referred to as ARCHITECT,

W I T N E S S E T H:

WHEREAS, COUNTY contemplates the construction of a Public Works facility on the North-East corner of West Beamer Street and Ashley Avenue in the City of Woodland, California, hereafter sometimes called "SAID PROJECT"; and

WHEREAS, COUNTY desires to employ the services of said ARCHITECT for preparation of preliminary plans, working drawings and specifications and cost estimates for said project;

NOW, THEREFORE, it is hereby mutually understood and agreed as follows:

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I. General

COUNTY engages ARCHITECT to furnish the services hereinafter mentioned, at and for the compensation herein stipulated, and ARCHITECT accepts said engagement upon all of the terms and conditions hereinafter set forth.

II. Definition

For the purposes of this agreement the following definitions are accepted and approved by the parties hereto:

A. "Preliminary Plans": Drawings or prints thereof, prepared by the ARCHITECT for approval by the Board of Supervisors prior to preparation of working drawings and specifications and consisting of floor plans and elevations, perspective drawings in color and other drawings necessary to illustrate the work to be done in the preparation of working drawings.

B. "Working Drawings and Specifications": Working drawings and specifications shall consist of the complete and accurate set of architectural, structural, engineering, mechanical, electrical and plumbing drawings fully dimensioned and noted, which clearly indicate all parts of the work and detailed specifications required to complete the entire improvements, complete with all services and appurtenant improvements, including, but not necessarily limited to, the general plot plan, utility plan, grading plan, automobile parking plan, exterior lighting, concrete work, carpentry, plastering, heating, ventilating, electrical, plumbing, painting, roofing, tile work, hardware, landscaping, and sprinkler systems.

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III. Duties of Architect. The ARCHITECT shall:

A. When and as requested to meet with the Board of Supervisors, the County Executive, and the County Public Works Director to accomplish the planning and preliminary studies of said project.

B. Prepare preliminary plans and preliminary cost estimates based upon the request of the Board of Supervisors and present same to the County Executive, and to the Board of Supervisors for review and approval.

C. After approval of preliminary plans and preliminary estimates, prepare detailed working drawings and specifications, necessary for the award of a contract and for the construction of said project. Working drawings and specifications shall conform to the minimum requirements of the Uniform Building Code (1967 Edition), the Uniform Electrical Code (1968 Edition), the Uniform Plumbing Code (1967 Edition) and the Uniform Mechanical Code (1967 Edition), as said Codes have been adopted and amended by COUNTY, and the ARCHITECT shall secure the

approval of County Engineer and County Building Inspector of said working drawings and specifications, and thereafter:

1. Furnish and deliver to COUNTY structural engineering drawings and computations on structural engineering, in connection with design of said project.

2. Furnish and delivery to COUNTY detailed specifications of all construction itemized in Paragraph II (B) for said project. ARCHITECT shall furnish twenty-five (25) complete sets of working drawings and specifications. ARCHITECT also shall prepare the forms of agreement, performance bond, labor and material bond, proposal and general conditions in form acceptable to the County Counsel and Board of Supervisors for said project.

3. Furnish and deliver to COUNTY final cost estimates based upon the completed plans and specifications for said project, and broken down under the terms of construction itemized in Paragraph II (B).

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4. Furnish and delivery to the COUNTY at the completion of the project a complete set of transparent reproducible drawings showing as built conditions together with a photostatic copy of the original design notes.

5. Perform all services necessary and proper in connection with award of contracts, and if contract is awarded, perform all services necessary and proper in preparation of large scale detail, checking shop drawings; issuance of certificates of payment; and verification of construction accounts; provide general supervision and administration of work of construction; make occasional visits to site during construction, said visits to consist of not less than two (2) per week, each such visit to consist of not less than one (1) hour duration.

6. Perform such other duties as may be necessary or proper

and which are usually performed by an architect for the successfuly completion of said work of construction of the project.

IV. Data and Services to be Provided by COUNTY

The following data and services will be furnished without cost to ARCHITECT by COUNTY when and as requested in writing by ARCHITECT:

A. Site survey, grading and paving and off-site work.

B. Any soil tests reasonably required by ARCHITECT.

C. Records and maps available in COUNTY'S files or any other such information to aid ARCHITECT in his studies for successfuly planning and designing of the project.

D. Sample forms of agreement, performance bond, labor and materials bond, proposal, and general conditions, all of which shall be revised as necessary by the ARCHITECT and incorporated in the specifications.

V. Payments by COUNTY

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A. Upon completion by ARCHITECT and approval by the Board of Supervisors of the services required under Paragraphs III (A) and III (B), COUNTY shall pay to ARCHITECT a sum equal to two percent (2%) of the preliminary estimate.

B. Upon the award of the contract for construction of said project, pursuant to the working drawings and specifications, COUNTY shall pay to ARCHITECT a sum sufficient when added to the previous payment provided for under sub-paragraph A above, to equal six and one-half (6 1/2) percent of the bid of the successful bid or bidders upon such award.

C. Thereafter, upon acceptance by the COUNTY of the completed project constructed pursuant to such drawings and specifications and completed by ARCHITECT of all services to be performed hereunder by ARCHITECT, the COUNTY shall pay to ARCHITECT a sum sufficient when added to the previous payments made under sub-paragraphs (A) and (B)

above to equal eight (8%) percent of the total final cost of construction of said project. The total final cost for the purpose of this sub-paragraph C shall include debits and credits on any Change Orders issued and approved by the COUNTY during the period of construction. However, such final cost shall not include the cost of site grading, paving, off-site work and other work that may be designed by the COUNTY. ARCHITECT agrees to accept such eight (8%) percent of the total final cost as whole compensation for all services rendered by ARCHITECT which may be due under this agreement.

VI. Revisions

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ARCHITECT, in addition to all the foregoing, agrees:

A. To prepare such working drawings and specifications so that ARCHITECT'S final estimate shall not exceed by more than ten (10%) percent his preliminary estimate, after adjustment as hereafter provided in sub-paragraphs D and E.

B. That in the event that the lowest acceptable responsible bid received pursuant to any of ARCHITECT'S working plans and specifications, exceeds by more than fifteen (15%) percent ARCHITECT'S preliminary estimate after adjustment as hereafter provided in sub-paragraphs D and E, then ARCHITECT agrees to provide all necessary additional services including, if necessary, redesigning of the entire proposed structure, at no additional cost to the COUNTY, in order to prepare new sets of working plans and specifications and to provide the services in connection therewith, specified in paragraph III (C) above, until an acceptable responsible bid has been received by COUNTY for construction of said project within fifteen (15%) percent of the ARCHITECT'S preliminary estimate.

C. The time allowed ARCHITECT to so redesign and to furnish

new or revised working drawings and specifications in the event of the failure of the COUNTY to receive an acceptable responsible bid in conformity with the limitations of sub-paragraph VI (B) shall not exceed forty-five (45) calendar days after notification of the ARCHITECT by the COUNTY of such fact.

D. If COUNTY requests a change or changes from the preliminary plans accepted by it, as to the type of structure to be built, or the area thereof, or the type of construction, or equipment required therein, or in any other particular, and by such change it is impossible for ARCHITECT to remain within the above mentioned ten (10) and fifteen (15) percent limitations of paragraphs A and B, if ARCHITECT notifies the COUNTY in writing within five days of each such change requested by COUNTY indicating the increase which would be occasioned thereby and COUNTY thereafter directs such change or changes in writing, then but only to the extent of such increases such ten (10) and fifteen (15) percent limitations may be exceeded for the purposes of sub-paragraphs A and B of this Paragraph VI.

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E. Any escalation in building costs between the time of the acceptance of the preliminary plans by COUNTY and the actual opening of bids shall be added to the preliminary estimate of ARCHITECT for the purpose of computing said ten (10) and fifteen (15) percent limitations referred to in sub-paragraphs VI (A) and VI (B). The Engineering News Record's Cost Index shall be used as the criterion to determine such increase in cost.

F. Should COUNTY determine not to order the ARCHITECT to redesign the structure or prepare new sets of working plans and specifications after failure of the COUNTY to receive an acceptable responsible bid within said fifteen (15) percent

limitation, then in that event, the preliminary estimate shall become and be the final basis for calculation of fees to be paid the ARCHITECT, and ARCHITECT shall be entitled to receive as full compensation for services under this agreement, a sum sufficient when added to the previous payment provided for under paragraph V (A) above, to equal six and one-half (6 1/2) percent of the preliminary estimate.

G. In the event that the lowest acceptable responsible bid does not exceed the preliminary cost estimate by more than fifteen (15) percent, as described in sub-paragraph VI (B) and the COUNTY shall nonetheless order changes in design or construction thereafter, the COUNTY shall pay to the ARCHITECT an amount for such extra expense and services of ARCHITECT as may be agreed upon between the parties prior to the making of such revisions.

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H. If for any reason the project is not submitted for bids for construction, prior to six (6) months after delivery to the COUNTY of the approved working drawings and specifications, the preliminary estimate shall become and be the final basis for calculation of fees to be paid the ARCHITECT and ARCHITECT shall be entitled to receive a full compensation for services under this agreement, a sum sufficient when added to the previous payment provided for under Paragraph V (A) above, to equal six and one-half (6 1/2) percent of the preliminary cost estimate.

I. Should any part or all work as shown on approved final drawings and specifications be eliminated or abandoned either before or after bids have been received, due to lack of funds or for any other reason, or should COUNTY reject all bids even though the lowest acceptable responsible bid does not exceed the fifteen (15) percent limitation of

paragraph VI (B), except, however, for work eliminated pursuant to preparation of new sets of working plans and specifications by ARCHITECT pursuant to paragraph VI (B) then with respect to such eliminated or abandoned work COUNTY shall pay to ARCHITECT four and one-half (4 1/2) percent of the preliminary estimate for such eliminated work and shall constitute payment in full to ARCHITECT for the portion of the work eliminated or abandoned.

VII. ARCHITECT agrees to complete and deliver the services required under paragraph III, excluding the services required under paragraphs III (C) (4), III (C) (5) and III (C) (6), on or before the expiration of sixty (60) calendar days from the date hereof.

VIII. The plans and specifications shall bear the name of ARCHITECT, and Structural Engineer, Mechanical Engineer, and Electrical Engineer, where applicable, together with his certificate number.

DATED this 4th day of August, 1969.

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COUNTY OF YOLO

BY _____
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

HART AND TURNER

BY Original signed:
Harold B. Turner

APPROVED AS TO FORM:

4th day of August, 1969.

Original signed:
Charles R. Mack
CHARLES R. MACK
COUNTY COUNSEL

To:

Auditor
County Counsel
Planning
Public Works
Joe K. Dawson

BOARD OF SUPERVISORS
Yolo County, California

Date: August 4, 1969
Entry No. 28

File:
ZONING-CALIFORNIA LAND CONSERVATION ACT-1965-Requests.

SEE:
RESOLUTION BOOK NO. 5

SEE:
AGREEMENT BOOK NO. 6

Micro Fiched

RESOLUTION NO. 69-116, APPROVING AGREEMENT NO. 69-118, FINDING AGREEMENT SUBSTANTIALLY SIMILAR TO CONTRACT, PARCEL TO BE COVERED BY AGREEMENT WITHIN/WITHOUT MILE OF CITY, AS REQUESTED BY JOE K. DAWSON, AND IDENTIFIED AS PRESERVE NO. 7, WAS PASSED AND ADOPTED. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN SAID RESOLUTION AND AGREEMENT. SAID MATTER WAS CONSIDERED AT A PUBLIC HEARING HELD ON AUGUST 4, 1969, AT 11:30 A.M. NO PROTESTS WERE FILED WITH THE CLERK.

Upon motion of Supervisor Bell, seconded by Supervisor Duncan, and duly carried, the above Resolution and Agreement were passed and adopted by the following vote:

Ayes: Duncan, Bell, Dimond.

Noes: None.

Absent: Espigares, Stephens.

Renumbered to be
Agree - 70-295
see M.O. 70-521

To:

Auditor
County Counsel
Planning
Public Works
J. H. Meek

BOARD OF SUPERVISORS
Yolo County, California

Date: August 4, 1969
Entry No. 31

File:
ZONING-CALIFORNIA LAND CONSERVATION ACT-1965-Requests.

SEE:
AGREEMENT BOOK NO. 6

Micro Fiched

SEE:
RESOLUTION BOOK NO. 5

RESOLUTION NO. 69-118, APPROVING AGREEMENT NO. 69-119, FINDING AGREEMENT SUBSTANTIALLY SIMILAR TO CONTRACT, PARCEL TO BE COVERED BY AGREEMENT WITHIN/WITHOUT MILE OF CITY, AS REQUESTED BY J. H. MEEK, AND IDENTIFIED AS PRESERVE NO. 22, WAS PASSED AND ADOPTED. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN SAID RESOLUTION AND AGREEMENT. SAID MATTER WAS CONSIDERED AT A PUBLIC HEARING HELD ON AUGUST 4, 1969, AT 11:30 A.M. NO PROTESTS WERE FILED WITH THE CLERK.

Upon motion of Supervisor Duncan, seconded by Supervisor Bell, and duly carried, the above Resolution and Agreement were passed and adopted by the following vote:

Ayes: Duncan, Bell, Edmonds.

Noes: None.

Absent: Espigares, Stephens.

Remainder to be Agree-70-296 see M.O. 70-521

FILED
OCT 28 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 69-120

RECEIVED
SOLANO COUNTY
OCT 9 1969
COUNTY ADMINISTRATOR

JOINT POWERS AGREEMENT
RELATING TO THE EEL RIVER WATER COUNCIL

THIS AGREEMENT MADE AS OF October 21, 1969, by and between the Counties of the State of California which are signatory hereto and are hereinafter referred to collectively as "the Member Counties".

WITNESSETH:

The Member Counties, in the joint exercise of their powers, do hereby agree as follows:

1. General Purposes of This Agreement: The general purpose of this agreement is to provide a means whereby the Member Counties, through the joint exercise of their powers, can promote the protection and development of water resources of the northwestern portion of California for water conservation, flood control, fish and wildlife protection and enhancement, recreation, preservation of aesthetic values, water quality protection and enhancement, navigation and other beneficial uses that may affect the welfare, economy and development of the Counties.

2. Eel River Water Council Established. The general purpose of this agreement shall be accomplished by the Member Counties acting jointly by and through an unincorporated public entity, hereby established and designated "Eel River Water Council" which is hereinafter referred to as "the Council".

3. Powers of the Council. Subject to the provisions of Section 4 hereof, the Council shall have the power and authority to do, for an on

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behalf of the Member Counties in the manner herein set forth, the following:

(a) to make studies and investigations necessary or useful to the accomplishment of the general purposes of this agreement;

(b) to assemble and disseminate data relevant to the general purposes of this agreement;

(c) to draft, support and oppose proposed legislation;

(d) to cooperate in, evaluate and comment upon, engineering, economic, financial, and legal plans, studies and analyses bearing upon the general purposes of this agreement undertaken by Federal, State, local governmental and private agencies;

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(e) to support regional water resource development projects that are planned, constructed, operated and maintained in a manner that provides the maximum benefit to the Member Counties and to oppose projects that are considered to be incompatible with the general purposes of this agreement; and

(f) to do such other acts and things as all the Member Counties may from time to time authorize and direct by resolution of the Board of Supervisors of each of them.

4. Limitations of the powers of the Council.

(a) The Council shall not have the power to construct, acquire or operate water facilities, or to acquire or hold water rights, or to hold any interests in land other than for offices.

(b) No money paid to the Council as an annual assessment shall be paid to any consultant or contractor for a study or investigation other than a preliminary or reconnaissance study. If further detailed studies are considered necessary the preliminary or reconnaissance study shall include a determination of the relative benefits and costs to each Member County of such detailed study.

No contract shall be made for any detailed study unless and until each Member County benefitted thereby has, by resolution of its Board of Supervisors, agreed to pay to the Council a special assessment equal to the Member County's share of the costs thereof.

5. Board of Directors.

(a) All of the powers of the Council shall be exercised by or under the authority of, and all the actions of the Council shall be controlled by, a Board of Directors.

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(b) The Board of Directors shall be comprised of one delegation of directors from each of the Member Counties. Each Member County delegation shall consist of not more than five (5) nor less than three (3) persons who shall be appointed by, and who may at any time be removed and replaced by, the Board of Supervisors of such Member County. The Board of Supervisors of each Member County shall have the power to constitute and instruct its delegation of directors in any manner it sees fit, provided, however, that not less than (2) members of each delegation shall be incumbent supervisors of the Member County and one member of each delegation shall be an individual familiar with the planning and operation of water supply or flood control facilities.

(c) The Board of Directors shall meet during each January, April, July and October at such hour and place as the Board of Directors shall from time to time fix. Additional meetings may be called by the President. Written notice of the time and place of each meeting shall be mailed to each director not later than fifteen (15) days prior to such meeting. Said notice shall include copies of any budget, the amount of any assessment and a summary of any matter of major importance to be considered or acted upon at such meeting. No meeting shall be held without such notice unless each Member County waives such notice in writing.

(d) Each Member County delegation on the Board of Directors shall be

entitled to one vote. Actions of the Board of Directors on routine matters shall require the affirmative vote of a majority of the Member Counties. Actions of the Board of Directors approving budgets, fixing of assessments and on matters deemed to be of major importance shall require the affirmative vote of not less than three-fourths (3/4) of the Member Counties. Any matter shall be deemed to be a matter of major importance on the request of three or more Member Counties.

6. Officers, Employees and Agents.

(a) The officers of the Council shall be a President, a Vice-President, a Controller, an Executive Officer, and a Treasurer, and an Auditor.

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(b) The President, Vice-President and Controller shall be elected by the Board of Directors from their own number at the meeting of the Board held in April of each year and shall hold office for one (1) year beginning at the first meeting of the Council held after the following first day of July and continuing until their respective successors shall be elected and take office. No person may be elected to the office of President or Vice-President for more than two (2) consecutive terms. Said offices shall become vacant if the holder thereof ceases to be a director or upon his removal by a majority vote of the Board of Directors.

(c) The President shall preside at all meetings of the Board of Directors and the Executive Committee, shall sign all agreements on behalf of the Council and shall perform such other duties as may from time to time be prescribed by the Board of Directors.

(d) The Vice-President shall act in the absence of the President at which time he shall have the same powers and duties as the President.

(e) The Controller shall supervise and direct the disbursement of the funds of the Council and shall perform such other duties as may from

time to time be prescribed by the Board of Directors.

(f) The Executive Officer shall be the administrative head of the Council who shall be selected by the Executive Committee subject to the ratification and approval of the Board of Directors and shall be employed for such term and salary as the Board of Directors shall determine. It shall be the duty of the Executive Officer, under the supervision and control of the Executive Committee and the Board of Directors, to conduct the business of the Council, to carry out the programs, policies and objectives as may from time to time be established and adopted by the Board of Directors, to give notices of all meetings of the Board of Directors and the Executive Committee and to keep the records of the transactions of such meetings, to attest to the execution of all agreements made on behalf of the Council, to prepare and submit to the Board of Directors for approval and adoption annual budgets of the Council, to have charge of all the property of the Council other than money, and to perform such other duties as may from time to time be prescribed by the Board of Directors. The Executive Officer shall furnish such bond as may be required by the Board of Directors. Subject to authorization by the Board of Directors contained in an approved budget of the Council, the Executive Officer may employ administrative, technical and clerical assistants.

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(g) The Treasurer of the Council shall be the incumbent Treasurer of the County of Sonoma. He shall be the depositary and shall have custody of all the money of the Council from whatever source. The Treasurer shall (1) receive and receipt for all money of the Council and place it in the treasury of the County of Sonoma to the credit of the Council; (2) be responsible upon his official bond for the safekeeping and disbursement of all Council money so held by him; (3) pay the money of the Council only upon warrant of the Auditor; and (4) verify and report to the Council and to each of the Member Counties on

the first day of July, October, January and April of each year the amount of money he holds for the Council, the amount of receipts since his last report and the amount paid out since his last report.

(h) The Auditor shall be the incumbent Auditor of the County of Sonoma. He shall draw warrants to pay demands against the Council when the demands have been approved by any two of the following officers: the President, the Vice-President, the Controller and the Executive Officer.

(i) The Board of Directors may from time to time engage the services of consultants, engineers, attorneys, publicists, legislative representatives and agents as it shall consider appropriate.

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7. Executive Committee.

(a) The Executive Committee shall consist of one Director from each of the Member Counties selected by the Board of Supervisors of such County. Each member of the Executive Committee may designate any other Director from the same County to act as a member of the Executive Committee for him in the event of his absence.

(b) The Executive Committee shall have the power and authority of the Board of Directors between meetings of the Board of Directors, provided, however, that the Executive Committee shall not have the power or authority to do any act or thing contrary to any matter expressly directed or approved by the Board of Directors, to appoint or remove an officer of the Council, to levy any assessment pursuant to Section 8 hereof, to adopt, repeal or modify any major policy, program or objective of the Council or to authorize any expenditure in excess of one thousand dollars ($1,000) without the prior approval of the Board of Directors.

(c) The Executive Committee shall meet not less frequently than quarterly at such times and places as the President shall fix. Written notice of the time and place of each meeting of the Executive Committee shall be mailed to each member thereof not later than ten (10) days prior to such meeting.

No meeting shall be held without such notice unless each member waives such notice in writing.

8. Financing.

(a) Not later than April 30 of each year the Board of Directors shall determine the amount of money necessary to finance the operation of the Council during the succeeding fiscal year and shall levy assessments upon all of the Counties which shall aggregate said amount.

(b) The annual assessment of each Member County shall be an amount not in excess of six thousand dollars ($6,000) or not in excess of eight (8) mills per $100 of assessed valuation of all of the taxable property of such County as such valuation is shown on the last equalized assessment roll of such County prior to the levy of such assessment, whichever is the lesser. Micro Fiched

(c) The annual assessment of each Associate Member shall be an amount not in excess of five hundred dollars ($500).

(d) Each Member County and Associate Member shall pay to the Council the full amount of its assessment for each fiscal year not later than October 1 of such year.

(e) Any Member County or Associate Member may, voluntarily pay to the Council sums in excess of its annual assessment, or in advance of its annual assessment to be credited against the same when thereafter levied, or as loans to the Council with or without interest.

(f) The debts, liabilities and obligations of the Council shall be its own and not those of the Member Counties or Associate Members or any of them.

9. Any Associate Member County as of June 30, 1969 and any County of California north of San Francisco Bay and west of the Sacramento River may become a Member County upon the approval of all the Member Counties and payment of the current annual assessment of Member Counties.

10. Associate Members. Any County or City of the State of California, or any district or public entity of the State of California engaged in water resource development, flood control or water supply may become an Associate Member of the Council upon payment of the current annual assessment of Associate Members.

11. Withdrawal of Counties: Termination.

(a) Any Member County may at any time, by resolution of its Board of Supervisors, withdraw from this agreement by written notice to the Council and to the Board of Supervisors of each of the remaining Member Counties, but such withdrawal shall not terminate this agreement with respect to the remaining Member Counties.

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(b) Upon withdrawal from this agreement, such Member County shall under no further obligation to the other parties hereto by reason of this agreement, provided, however, that the Member County so withdrawing shall be obligated to pay the assessment levied pursuant to Section 8 hereof for the fiscal year in which the effective date of such withdrawal occurs. Any Member County withdrawing from this agreement shall have no right, title or interest in any of the funds, documents or other assets of the Council.

(c) This agreement may be terminated and the Council dissolved by resolution of the Board of Supervisors of the majority of the Member Counties. After winding up the affairs of the Council any of its assets remaining shall be distributed among the Member Counties at the time of its termination in proportion to the total of the assessments, contributions, and payments paid by each of such Member Counties respectively.

12. Amendment of This Agreement. This agreement may be amended only by resolution of the Boards of Supervisors of all the Member Counties.

13. Effective Date of This Agreement. This agreement is an amendment of, and supercedes, the agreement relating to the Eel River Association made as of

June 16, 1965, by the Counties of Humboldt, Lake, Marin, Mendocino, Napa, Solano, Sonoma and Yolo as Member Counties and by the Counties of Del Norte and Trinity as Associate Member Counties. This agreement shall become effective immediately upon execution by all eight (8) of the aforesaid Member Counties.

IN WITNESS WHEREOF, the following Counties of the State of California have executed this agreement pursuant to an authorizing resolution of the Board of Supervisors of each of them.

COUNTY OF HUMBOLDT

ATTEST:

County Clerk

(SEAL)

By
Chairman of the Board of Supervisors

COUNTY OF LAKE

ATTEST:

County Clerk

(SEAL)

By
Chairman of the Board of Supervisors

COUNTY OF MARIN

ATTEST:

County Clerk

(SEAL)

By
Chairman of the Board of Supervisors

COUNTY OF MENDOCINO

ATTEST:
VIOLA N. RICHARDSON
County Clerk

(SEAL)

By
Chairman of the Board of Supervisors

COUNTY OF NAPA

ATTEST:

County Clerk

(SEAL)

By
VICE Chairman of the Board of Supervisors

COUNTY OF SOLANO

ATTEST:

County Clerk

(SEAL)

By
Chairman of the Board of Supervisors

COUNTY OF SONOMA

ATTEST:

County Clerk

(SEAL)

By
Chairman of the Board of Supervisors

COUNTY OF YOLO

ATTEST:

County Clerk

(SEAL)

By
Chairman of the Board of Supervisors

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FILED
AUG 12 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-121

(Occupational Therapy Agreement)

THIS AGREEMENT made and entered into this 12th day of August, 1969, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and ANNE HARSTINE, Registered Occupational Therapist, hereinafter called THERAPIST,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services for eight hours per day, five week days per week:

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   A. To provide occupational therapy services under the direction of the medical staff for the occupational rehabilitation of patients at Yolo General Hospital.

   B. To prepare occupational therapy plans approved by the Committee on Physical Medicine as to each such patient, and

   C. To maintain a written record of the therapy provided to and progress attained by each patient.

2. In consideration of the covenants of THERAPIST herein, COUNTY agrees to pay THERAPIST at the rate of SEVEN HUNDRED DOLLARS ($700.00) per month.

3. It is mutually agreed as follows:

   A. In the performance of the work, duties and obligations devolving upon her under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing her profession of occupational therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform her work and functions except that THERAPIST does by this

agreement agrees to perform her work and functions at all times in strict accordance with the currently approved methods and practices in her profession and under the direction of the medical staff, and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

C. The term of this agreement shall commence on the day and year first above written and shall continue until terminated by either party upon thirty days' written notice, or upon THERAPIST'S failure to maintain active registration status with the American Occupational Therapy Association, Inc.

D. No alterations or variation in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

Approved as to Form
Dated August 7, 1969
Charles R. Mack
County Counsel
of Yolo County
by R. H. Baker, Deputy

Anne Harstine
ANNE HARSTINE

Micro Filmed

FILED
AUG 12 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-122

LEASE

THIS LEASE, made and entered into this 11th day of August, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR, and the DAVIS JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as LESSEE,

W I T N E S S E T H:

LESSOR is the owner of a building used as a public library, and designated the Davis Branch, Yolo County Library, located adjacent to LESSEE'S Davis High School, on property donated to LESSOR by LESSEE for library purposes. A portion of said building, designated as the activities room, is not in regular, continuous use by LESSOR.

LESSEE is in the process of constructing additional classrooms and needs additional classroom space for the school year 1969-70.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leasing and Term. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, that portion of the Yolo County Library, Davis Branch, known as the Activities Room, for a term commencing on September 8, 1969, and terminating June 13, 1970, except for regular school vacation periods.

2. Rents and Expenses: No rent is reserved by LESSOR under this lease, and LESSEE'S share of the expenses enumerated hereinafter shall constitute the full consideration to LESSEE for the use of said premises.

3. Use of Premises: LESSEE shall use said premises only as a High School classroom, and in connection therewith shall

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comply with all governmental laws and regulations.

4. Assignment and Subletting: LESSEE shall neither assign this Lease nor sublet the whole or any part of said premises.

5. Indemnification: LESSEE promises to indemnify, and save LESSOR harmless from any and all claims, demands, liabilities, and actions for damages which may be sustained, suffered or prosecuted against LESSOR or LESSEE, arising from LESSEE'S possession of said premises hereunder.

6. Utilities: LESSOR agrees to provide electricity for lighting, and heating and cooling of the premises. LESSEE agrees to pay that portion of any increase in charges for electricity which can be, after comparison with previous electric bills, attributed to LESSEE'S use of the premises. LESSEE agrees to provide and pay all charges for installation, service and removal of any telephone equipment LESSEE deems necessary for its operation on the premises.

7. Waste and Alterations: LESSEE will not commit, nor suffer to be committed, any waste upon said premises, or any public or private nuisance, and LESSEE will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LESSOR first had and obtained. Upon removal from the premises at or before the termination of this Lease, LESSEE agrees to restore the premises to the condition they were in at the commencement of the term.

8. Surrender of Premises: LESSEE shall promptly surrender the premises to LESSOR at the expiration of the term of this Lease, in good order and repair, reasonable wear and tear and damage of the elements excepted.

9. Custodial and Gardening: LESSOR agrees to provide basic custodial and gardening services, as presently supplied by employees and independent contractors. It is agreed by and between the parties that, should LESSEE'S use of the premises result in

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additional charges to LESSOR for custodial and gardening services, LESSEE shall pay the difference between present custodial and gardening charges and the new charges. Should LESSEE'S use of the premises result in additional expenses for household supplies, LESSEE shall pay the difference between present expenses and increased expenses. LESSOR agrees to promptly notify LESSEE of any increase in custodial, gardening or supplies, expenses, and to bill LESSEE monthly for such charges.

10. Staffing: LESSEE'S teaching staff shall have full charge of LESSEE'S use of the activities room, and shall be responsible for maintaining appropriate order and decorum of students in all parts of the building. LESSEE agrees that one or more of its staff will be on duty, and will maintain order and decorum, from 8:00 A. M. to 4:00 P. M. on all school days during the term hereof. The personnel of LESSEE and LESSOR shall cooperate in the formulation of any new policy and rules, and in the enforcement of existing policy and rules, to the mutual benefit of the parties.

11. Hours: LESSEE'S staff shall have access to that portion of the premises demised herein for the conduct of their activities in the performance of their duties between 8:00 A. M. and 4:00 P. M. The premises will be available for use of LESSEE'S student body between the hours of 8:00 A. M. and 4:00 P. M., Monday through Friday, on regular school days during the term hereof.

12. Insurance: LESSEE agrees to secure and provide to LESSOR, prior to entry upon the premises under this Lease, a certificate of coverage and an endorsement naming LESSOR as an additional insured under LESSEE'S existing comprehensive liability insurance policy.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, this 11th day of August, 1969.

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LESSOR -

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Kate E. Lucas
DEPUTY

(SEAL)

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LESSEE -

DAVIS JOINT UNIFIED SCHOOL DISTRICT

BY Donald R. McKinley

(Endorsed) Filed 1390
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 60-122

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 23)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 11th day of August, 1970, by and between W. E. Patterson, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED

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W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 60-121; and

NO. 71-136

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition. contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

Original Copy Filed

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

GRANT DEED (Corporation)

BOOK 577 PAGE 420 6087

For value received

SOUTH LAND PARK TERRACE UNIT NO. 9, INC., a corporation,

GRANTS to W. H. PATTERSON

all that real property situate in the

County of Yolo , State of California, described as follows:

PARCEL #1: Block P. of Arnold and Gillig's Subdivision of the Rancho Canada de Capay, excepting, however, those two certain portions of Lot P described as follows:

First: Beginning at the Northeast corner of Block P and running, thence East 64.70 chains to the center of Cache Creek; thence South 32° East, along the center of said Creek 8.22 chains; thence South 68° 45' East 12.60 chains; thence South 48° East 17.29 chains; thence South 58° East, 2.00 chains to a stake on the South bank of said Creek from which a white Oak tree 30" in diameter bears North 64½° West 2.80 chains distant; thence South 17° 42' West 47.00 chains to the Southwesterly line of said Block P; thence North 40° 23' West, 106.57 chains to the place of beginning.

Second; That certain portion of the Rancho Canada de Capay bounded North by the North line of Block P of Arnold and Gillig's Subdivision of said Rancho; East, West and South by the center of Cache Creek; being all of said Block P lying North of the center of Cache Creek.

PARCEL #3: That portion lying West of Cache Creek in the Fractional Southeast quarter of Section 5, Township 10 North, Range 2 West, M.D.B. & M., also that portion lying West of Cache Creek in Fractional Section 8, Township 10 North, Range 2 West M.D.B. & M.

BEGINNING at the Northwesterly corner of "L. H. Taber's Subdivision of a Part of Block A, Arnold and Gillig's Subdivision of Rancho Canada de Capay", as shown on the Official Map thereof, filed for record in the office of the Yolo County Recorder on August 3, 1895, in Book 1 of Maps, at Page 19, said point being distant East 1337.00 feet from the Northwesterly corner of that certain parcel of land described in the Deed to Loren H. Taber, a married man, dated November 26, 1965, recorded January 3, 1966, in Book 617, Page 180, Series No. 241, Official Records; thence from said point of beginning North 10° 48' 30" West 3869.23 feet to a point on the Southerly line of that certain parcel of land described as Parcel #2 in the Deed to W. H. Patterson dated June 15, 1959, recorded June 30, 1959, Book 577, Page 420, Series No. 6087, Official Records; thence along the Southerly line of the last mentioned parcel of land West 644.00 feet to a point on the West line of Block A of the said Arnold and Gillig's subdivision of Rancho Canada de Capay; thence South, along the said West line of Block A, 3746.80 feet to the said Northwesterly corner of the parcel of land described in the Deed to Loren H. Taber, aforementioned; thence East, along the North line of the said Loren H. Taber parcel, 1337.00 feet to the point of beginning.

RESERVING THEREFROM an easement for the purpose of ingress and egress over and across that portion of the above property described as follows: BEGINNING at the Southeasterly corner thereof and running thence North 10° 48' 30" West 100.00 feet; hence West, parallel with the South line of said property, 40.00 feet; thence South 10° 48' 30" East, parallel with the Easterly line of said property, 100.00 feet to a point on the South line thereof and thence East, along the said South line, 40.00 feet to the point of beginning.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

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AGREEMENT NO. 69-128

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 24)

1-13-70

LAURENCE P. HANGAN, Clerk

By PETE E LUCAS

THIS LAND CONSERVATION AGREEMENT, made and entered into this 11th day of August, 1969, by and between W. H. Patterson, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED SEE AGREEMENT NO. 71-173

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-128; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Filmed

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 thru 13, inclusive, of the Fair Oaks Subdivision of a part of the Gordon Grant as shown on the official map thereof filed for record in the Office of the Yolo County Recorder on June 20, 1912 in Book 2 of Maps at Page 59.

Micro Etched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Filmed

FILED
AUG 22 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

YOLO COUNTY
AGREEMENT NO. 69-125

784621

XEROX Service Agreement

Micro Fiche

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox' published price list.

Qty.	Equipment
1	XEROX 2400
	PRICING CONVERSION
	TO PLAN "C"

Customer Name and Billing Address	Installation Address	Equipment–Ship to Address
COUNTY CLERK COUNTY OF YOLO c/o AUDITOR-CONTROLLER COUNTY COURTHOUSE ROOM 214 WOODLAND, CALIF. 95695	N/A	N/A

This Agreement may be terminated at any time by either party after the equipment has been in place for (0) days upon written notice of fifteen (15) ☐ thirty (30) ☐ days.

Customer

By: Arthur W. Edwards
CHAIRMAN, BOARD OF SUPERVISORS,
Title COUNTY OF YOLO, STATE OF CALIFORNIA

Xerox Corporation

By: John D. Christopher Employee No. 3250

Date

Branch No. 520-0

Invoice Information

Purchase Order Required ☐ Yes ☐ No If Yes,

Purchase Order Number

Special Reference Number

Purchase Order Period From To

Special Invoice Form Required ☐ Yes ☐ No
Form 40055 (4/69) Printed in U.S.A.

Delivery Information

Requested Delivery Date N/A

Contact L. P. HENIGAN

Phone 662-3241

Defense Priority N/A

Customer

Supply Order

☐ Attached ☒ Not Required

Tax Information

Tax Exempt ☐ Yes ☒ No ☐ N/A

Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously Submitted

Contract Number Group No.

Yolo County Xerox 3.0

Micro Fiched

Service Agreement

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damages as may be caused by customer's willful act.

Extend meter credit for defective copies and replace defective supplies without charge as its sole obligations with respect thereto. For other equipment, no adjustment will be made for defective copies.

Warrant that the Equipment was produced and Reproduction Services shall be rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Save Customer harmless from all loss, damage and liability which may be incurred on account of infringement of U. S. patents relating solely to Equipment and shall, at its own expense, defend all claims, suits and actions against the Customer to which such infringement is alleged, provided Xerox is duly advised of such claims, suits and actions, and provided Xerox' indemnity shall not apply to any infringement arising from the use or sale of Equipment provided hereunder which has been modified by anyone other than Xerox or used in combination with other items not provided hereunder when such infringement would not have occurred from the use or sale of Equipment solely for the purpose for which it was designed.

Further warrant that it complies with the requirements of Title VII of the Civil Rights Act of 1964.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator or machine operator as the case may be, for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month, or as required a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

Approved as to Form
Dated 8-19-69
Charles R. Mack
County Counsel of Yolo County
by R. H. Baker, Deputy

PLAN "C"

The meter charges to the County for services provided by Xerox under this agreement will be determined as follows:

(Each machine type has the following monthly minimum)

PRODUCT LINE	MINIMUM	COPIES PROVIDED
813/330	$ 40.00	1,600
660	75.00	3,000
914/420	120.00	4,800
720	200.00	8,000
2400	400.00	16,000
3600-I	800.00	40,000
3600-III	1000.00	67,000

Micro Fiched

Minimums will not apply to a machine for the calendar month in which the machine is installed or removed.

The price per copy at different volumes will be computed monthly per machine as follows, in order to determine the total monthly meter charge for each machine included hereunder:

1 - 20,000 are billed at the rate of: $.0250 /Copy

20,001 - 44,000 are billed at the rate of: $.0150 /Copy

44,001 - and up are billed at the rate of: $.00566/Copy

Meter charges include installation, operator training, drums, developer and equipment service during Xerox normal working hours in the territory where equipment is installed.

PROPOSED METHOD: COST SUMMARY

Equipment: Xerox 2400 on Plan "C"

Location: County Clerk's Office

RENT:	None	$ 0.00
METER:		
12 mo's @	$400.00/Mo.	$4800.00
TOTAL		$4800.00

Cost Savings: $ 434.56

Also, 3,000 additional impressions at cost of expendable supplies only ($.004/Copy).

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(Endorsed) Filed Oct 14 1969
LAURENCE P. MENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-126

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 9)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969, by and between Lucia S. Brockhoff, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-127; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agriculture, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the state's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

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AMENDED - SEE AGREEMENT NO. 71-14

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

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require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

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land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

and hearing thereon is conducted in the manner provided by Section 51234 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Original Filed Copy signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

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STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The N½ of Section 31, T 9 N, R 2 E, M. D. B. &M.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

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13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Filmed

Joe & Frieda Nelk

OCT 7 1969
LAURENCE R. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-127

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 9)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969, by and between Joe & Frieda Nelk hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California hereinafter referred to as COUNTY;

AMENDED SEE AGREEMENT

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-127; and

NO. 71-175

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

Micro Filmed

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) The Agreement shall be rescinded with a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Lila E. Lucas
DEPUTY

Filed Copy signed
Joe Welk
FRIEDA WELK.

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The SW¼ of Section 32 and the SE¼ of the SE¼ of Section 30, T 9 N, R 2 E, M. D. B. & M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Filmed

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Lizzie H. Janelos

(Endorsed) Filed OCT 30 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS, Deputy

AGREEMENT NO. 69-128

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 17)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969, by and between Lizzie H. Janelos, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-128; and

SEE AGREEMENT

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

NO. 71-165

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS (SEAL)
DEPUTY

OWNER Original signed by L. 22/2 H JANELOS

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

Recorded at the request of

Return to BOOK 601 PAGE 244

3563

VOL. 601 PAGE 244
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY TITLE CO.
APR 13 1960
AT 18 MIN. PAST 1 O'CLOCK P.M.
YOLO COUNTY, CALIFORNIA
2.00
RECORDER

GRANT DEED (Individual)

For value received CLAUDE V. ALEXANDER and IRENE E. ALEXANDER also known as ELIZABETH IRENE ALEXANDER, his wife,

GRANT...S...to LIZZIE H. JANELOS, an unmarried woman,

all that real property situate in the

County of YOLO, State of California, described as follows:

A portion of fractional Sections 13 and 14, Township 10 North, Range 3 West, M. D. B. & M., described as follows:

Micro Filmed

Beginning at the intersection of the Westerly boundary of Rancho Canada de Capay and the South line of said Section 13; thence along the said South line West 2906.43 feet to the corner common to Sections 13, 14, 23 and 24; thence along the South line of said Section 14 Westerly 1884.84 feet to a point on the center line of Salt Arroyo; thence following the center line of said Arroyo North 9° 05' 30" West 221.93 feet; thence North 11° 35' 30" East 228.35 feet; thence North 7° 12' 30" East 242.95 feet; thence North 75° 55' 30" East 233.85 feet; thence North 54° 48' 30" East 145.24 feet; thence North 8° 24' 30" East 59.92 feet; thence, leaving said Arroyo, North 73° 24' 30" East 345.29 feet; thence North 55° 21' 30" East 366.91 feet; thence North 36° 01' West 60.93 feet; thence North 1° 07' West 276.25 feet; thence North 65° 06' 30" East 197.68 feet; thence South 61° 08' 30" East 290.18 feet; thence North 78° 53' 30" East 107.25 feet thence North 61° 26' 30" East 244.43 feet; thence North 0° 06' 30" West 220.45 feet; thence North 72° 44' 30" East 820.44 feet; thence North 73° 22' East 474.00 feet; thence South 87° 01' East 167.44 feet; thence North 51° 06' East 116.87 feet to a point on said Westerly boundary of Rancho Canada de Capay; thence along said Rancho boundary South 40° 01' 3" East 963.59 feet to Corner No. 13 of said Rancho; thence continuing along the Rancho boundary South 31°33'30" East 1787.73 feet to the point of beginning, containing 159.93 acres, more or less. EXCEPTING from the westerly portion of the above described property, one-half of all oil, gas and other hydrocarbons and minerals now or at any time situate therein and thereunder as reserved to Vincent Chamberlin and Lena T. Chamberlin, his wife, in that certain deed to Claude V. Alexander and Irene E. Alexander, his wife, dated October 21, 1947, and recorded November 18, 1947, in Book 271 of Official Records, at page 88.

ALSO EXCEPTING THEREFROM, any portion thereof lying Westerly and Northerly of the center of Salt Arroyo as conveyed by California State Bank, a corporation, to Mary Ann Carey, by deed dated May 20, 1902, recorded May 20, 1902, in Book 60 of Deeds, at page 306.

Dated April 11, 1960

Claude V. Alexander

Elizabeth Irene Alexander

STATE OF CALIFORNIA
County of Yolo } ss.

On April 11, 1960, before me, Kathryn Fairchild, a Notary Public in and for said County and State, personally appeared Claude V. Alexander and Irene E. Alexander also known as Elizabeth Irene Alexander

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that S he executed the same.

My commission expires April 17, 1963

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

John M. Craig

(Endorsed) Filed OCT 10 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-128

LAND CONSERVATION AGREEMENT
(ADDITION TO PRESERVE NO. 17)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969, by and between John M. Craig, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-
SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-129; and

No. 71-196

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) [illegible] and hearing thereon is conducted in the manner provided by Section 51234 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

ARTHUR H. EDMONDS

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

BARBARA A. RODGERS

By _____
DEPUTY

Original Signed
By JOHN M
CRAIG

OWNER _____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

BOOK 583 PAGE 116 159

EXHIBIT "A"

DEED

This Indenture made the 12th day of July, 1956 between CHARLES W. CRAIG and THORNTON CRAIG, the parties of the first part, and JOHN M. CRAIG, the party of the second part.

W I T N E S S E T H:

That the said parties of the first part, in consideration of the sum of Ten Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain and sell unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate in the State of California, and bounded and described as follows, to wit:

Micro Fiched

TRACT IV: Lots Forty (40) and Fifty (50) of the Bonynge Tract as shown by map of said tract on file and of record in the office of the County Recorder of the County of Yolo, State of California, in Map Book No. 1 at page 8, each lot containing twenty (20) acres, subject to all rights of way for ditches, roads and public utilities.

TRACT V: Lots 1, 2, 7 and 8 of Block C, of Aldrich's Addition to the Town of Langville, now Capay, as is shown by a map or plat thereof on file and of record in the office of the County Recorder of Yolo County.

TRACT X: A strip of land 100 feet wide lying equally 50 feet on each side of the originally located center line of the Southern Pacific Railroad Company's main track (Rumsey Branch now removed, formerly the Clear Lake Division of the Northern Railway Company) and beginning for same at the point of intersection of said center line with the northerly prolongation of the westerly line of Lot No. 54 as said Lot is designated on the official map of the Bonynge Tract in the vicinity of Capay; thence Easterly 2130 feet more or less, to Engineer's Station 210 plus 00 of said center line; also a strip of land 50 feet wide lying adjacent to and northerly of said center line and extending from the said northerly prolongation of the westerly line of Lot 54 to the southerly prolongation of the westerly line of Lot No. 50 of said Bonynge Tract and containing an area of 5.54 acres inclusive, more or less, and being a portion of the land described in the Indenture dated November 30, 1888, the Capay Valley Land Company to the Northern Railway Company, recorded December 3, 1888, in Liber 44 of Deeds, page 145, Yolo County Records.

BAILEY & YOUNG
ATTORNEYS AT LAW
BAILEY BUILDING
WOODLAND, CALIFORNIA

The Northease One Quarter of Section 23, the South One Half of the North West one Quarter of Section 23, the Southwest One Quarter of Section 23 and the Southeast One Quarter of Section 23 T 10 N R 3W M. D. B. & M.

The East One Half of the East One Half of Section 22 T 10 N, R3W M. D. B. & M. excepting therefrom the following:

Beginning at a steel corner post marking the northeast corner of Section 22, Township 10 north, Range 3 West, M. D. B. & M., and running thence South along a fence on the line between Sections 22 and 23, Township 10 North, Range 3 West, M. D. B. & M. a distance of 1232 feet; said point being North 144.75 feet from an iron post marking the Southeast corner of the Northeast Quarter of said Section 22, and runnin g thence along a fence South 74" 38' West 1368.93 feet more or less, to the West line of the East half of the Northeast quarter of said Section 22; thence North along said West line 1594.77 feet, more or less, to the North line of said Section 22; thence Easterly along said North line 1320 feet to the point of beginning, and containing 47.82 acres of land more or less as is more particularly set forth in a deed dated May 26, 1948, recorded in Volume 283 Official Records of Yolo County, at page 71 thereof.'

Micro Fiched

The Northeast One Quarter of Section 26, the Northwest One Quarter of Section 26, the Southeast Quarter of Section 26 T10 N R 3W M. D. B. & M., excepting therefrom that portion of the Southeast Quarter of the Southeast Quarter of said Section 26 South and East of the fence.

The Northwest One Quarter of the Northwest One Quarter of Section 25; the South One Half of the Northwest One Quarter, North and West of the fence line, of Section 25; the Northwest One Quarter of the Southwest One Quarter, North and West of the fence line of Section 25; that portion of Southwest One Quarter of the Southwest One Quarter of Section 25 North and West of the fence line all in Township 10 North Range 3 West M. D. B. & M.

The Northwest One Quarter of the Northeast One Quarter of Section 35; the Northeast One Quarter of the Northeast One Quarter, North and West of the fence, of Section 35 the Southeast One Quarter of the Northeast One Quarter, North and West of the fence, of Section 35, all in T 10N, R 3W M.D.B.& M.

Dated this 17th day of July, 1956.

Caroline W. Craig

Thornton Craig

BAILEY & YOUNG
ATTORNEYS AT LAW
BAILEY BUILDING
WOODLAND, CALIFORNIA

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Mabel Neel

FILED
OCT 13 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-130

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 18)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969 by and between Mabel Neel, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED AGREEMENT SEE AGREEMENT NO. 70-178

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Filmed

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-131; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) [illegible] and hearing thereon is conducted in the manner provided by Section 51234 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By PETE F. LUCAS (SEAL)
DEPUTY

Original signed by NEEL MABEE
OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Filmed

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The NW¼ of the NW¼ of Section 22, T 9 N, R 1 W, M. D. B. &M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.

Micro Fiched

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

Micro Fiched

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

(Endorsed) Filed Oct 16 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-131

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 25)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969, by and between Leland G. Gale, et al, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED - SEE AGREEMENT No. 71-94

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-133; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Signed / Jule Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The SW¼ of Section 30; and the NW¼ of Section 31,
T 9 N, R 1 E, M. D. B. & M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Fritz A. Fricke

(Endorsed) Filed OCT 10 1969
LAURENCE P. HENICKMAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-132

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 26)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969, by and between Fritz A. Fricke, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED SEE AGREEMENT NO. 71-172

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-135; and

WHEREAS, OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) Agreement from ... be cancelled until a public and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Helen E. Lucas
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The W½ of the NW¼ of Section 4; and the NE¼ of Section 5, T 9 N, R 1 E, M. D. B. & M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Elmer M. Fitts

(Endorsed) Filed Oct 7 1969
LAURENCE P. HENIGAN, Clerk
By ------ PETE E. LUCAS Deputy

AGREEMENT NO. 69-133

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 26)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 18th day of August, 1969, by and between Elmer M. Fitts, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-SEE AGREEMENT No. 71-149

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-135; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) [illegible] and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Almond
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The SE ¼ of Section 5, T 9 N, R 1 E, M. D. B. & M.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

YOLO COUNTY AGREEMENT NO. 69-134

COUNTY-STATE AGREEMENT NO. 18
FEDERAL-AID SECONDARY ROADS

03 (District) Yolo (County)

FEDERAL PROJECT S-SG-1503(1)

CLARKSBURG ROAD

THIS AGREEMENT, made in duplicate this 18th day of August, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "STATE".

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WITNESSETH:

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 (Section 2200 et seq. of the Streets and Highways Code) Federal funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of the Federal-aid secondary system project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project", shall be constructed as provided in this agreement.

2. Construction work shall be performed by contract. STATE shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. At any time prior to the scheduled time for bid opening COUNTY may deposit with the Division of Highways its share of the estimated cost specified in Exhibit A in order to permit prompt award of a contract on the basis of the lowest satisfactory bid received. Funds so deposited which are in excess of requirements shall be immediately refunded to COUNTY. In any event, COUNTY shall, within ten days of being notified of the amount of the bid and the proposed financing, deposit with the Division of Highways the amount specified in Exhibit A or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid within the estimate.

5. STATE shall exercise general supervision over the work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE's responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

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7. All costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE.

8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

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ARTICLE II – Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes, in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement. COUNTY shall pay from its funds the cost of acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. When STATE has determined that COUNTY's right of way acquisition procedures meet Federal requirements, COUNTY may claim reimbursement from Federal and available State matching funds for expenditures to purchase rights of way specified in Exhibit "A".

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ARTICLE III – Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, design, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. Unless otherwise agreed, Federal funds shall not participate in the cost of engineering. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense, provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY's employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds shall be paid from funds of COUNTY deposited in advance for the purpose.

ARTICLE IV – Miscellaneous Provisions

1. This agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to County funds in the project if such are available therefor.

4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

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(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY's books and records for the purpose of checking costs paid or to be paid by STATE hereunder.

6. Upon accpetance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE's satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

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7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By _____
Deputy State Highway Engineer

Approval Recommended:

_____
District Engineer

_____
City and County Projects Engineer

Approved as to Form and Procedure:

_____
Attorney, Department of Public Works

COUNTY OF YOLO

By Arthur H. Edwards
Chairman, Board of Supervisors

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ATTEST: LAURENCE P. HENIGAN
Clerk, Board of Supervisors

BY Pete E. Lucas
Deputy

Approved as to Form
Dated 9-18-67
Charles R. Mark
County Counsel of Yolo County
by R. H. Baker, Deputy

EXHIBIT A

ARTICLE V – Project Location and description of work proposed:

Location: Federal-aid Secondary Project S-SG-1503(1), Clarksburg Road between State Highway 84 and Willow Avenue in Clarksburg. Net length 2.9 miles.

Description: Construct by grading, placing base and paving a two-lane road. Install drainage facilities and railroad crossing protection.

ARTICLE VI – Proposed Project funding:

Cost:	$376,000
Financing:	
FAS funds available	$150,492
State Matching funds available	102,766
County funds and such FAS and State Matching funds as may become available	122,742

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ARTICLE VII - Special Covenants

1. Pursuant to the authority contained in Section 2212 of the Streets and Highways Code, it is agreed between the parties hereto that the apportionments of Federal-aid Secondary and State Highway Matching funds to Yolo County for the three successive fiscal years ending June 30, 1971, shall be combined for this project. Also to be combined in this project are any available balances from previous fiscal year apportionments.

2. The County will submit plans, specifications, estimates and all other documents required in sufficient time to permit the State to advertise the project prior to September 30, 1971

EXHIBIT B

ARTICLE XII – Nondiscrimination Provisions:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

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(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RECEIVED
AUG 3 1990
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

FILED
OCT 28 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-135

(Pre-school Day Care Agreement)

THIS AGREEMENT made and entered into this 25th day of August, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, the Governing Board of the WINTERS JOINT UNIFIED SCHOOL DISTRICT of Yolo, Solano and Napa Counties, State of California, a joint unified school district, hereinafter referred to as DISTRICT, and the COUNTY SUPERINTENDENT OF SCHOOLS of Yolo County, hereinafter referred to as YOLO SUPERINTENDENT,

W I T N E S S E T H:

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RECITALS:

1. The Yolo County Welfare Department is required by the California State Department of Social Welfare regulations set forth in Chapter 30, to provide day care for children in all of the following groups:
   A. Children from families receiving Aid to Families with Dependent Children (AFDC) with parents in training for employment or receiving educational or vocational rehabilitation services.
   B. Children of Aid to the Disabled (ATD) parents in training for employment and receiving vocational rehabilitation services.
   C. Children of employed AFDC mothers requiring day care.
   D. Children of any assistance family or potential or former recipient family where day care is appropriate as a part of the provision of social services by the County Welfare Department, such as in protective services or compensatory education.

2. Day care services include comprehensive and coordinated sets of activities providing direct care and protection of pre-school children outside their own homes during the course of the day. COUNTY desires to provide for such a program in the Winters area.

3. Education Code § 16606.5 authorizes the County Superintendent of Schools of each county, subject to the prior approval of the County Board of Education, and upon the application of one or more school districts under his jurisdiction, to establish and maintain a Children's Day Care Center upon such terms and conditions as may be provided for in a written contract entered into between the County Superintendent of Schools and the Governing Board of any such district.

4. Education Code § 16609 authorizes agreements with any county or other public agency for the furnishing of property, facilities, personnel, supplies, equipment and other necessary items in carrying out the provisions of the Children's Day Care Centers statutes and authorizes such city and county or other public agency to enter into such agreements.

5. DISTRICT desires the establishment of a children's center for certain pre-school children in the Winters area, who meet the qualifications set forth in Recital 1, and hereby makes application to Yolo Superintendent for the establishment and maintenance of such a children's center upon the terms and conditions hereinafter set forth.

6. YOLO SUPERINTENDENT desires to exercise the authority conferred upon him by Education Code § 16606.5, and under such authority desires to provide for the establishment and maintenance of such children's center in the Winters area for approximately twenty (20) pre-school children.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements of the parties set forth herein, DISTRICT hereby makes application for and agrees to the establishment and maintenance of a children's center upon the terms and conditions hereinafter set forth:

   A. To establish and maintain a children's center and to provide an adequate day care program at the facilities provided therefor for approximately twenty (20) pre-school children.

   B. To provide such service in accordance with Federal Inter-Agency Day Care Requirements pursuant to § 522(d) of the Economity Opportunity Act as approved by the U. S. Department of Health, Education and Welfare, U. S. Office of Economic Opportunity, U. S. Department of Labor, dated September 23rd, 1968, and amendments thereto or replacements thereof heretofore or hereinafter so approved.

   C. To provide such services in accordance with Program Standards for Social Services, Day Care Services for Children, Chapter 30-350, regulations promulgated by the California State Department of Social Welfare effective July 1, 1968, and amendments thereto heretofore or hereinafter promulgated.

   D. To establish and maintain the children's center in accordance with the reasonable and uniform standards and regulations of the California Superintendent of Public Instruction.

   E. To maintain and furnish to COUNTY on demand statements and records in support of YOLO SUPERINTENDENT'S claims for payment.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees upon an itemized claim, to pay

Micro Fiched

monthly to YOLO SUPERINTENDENT his costs incurred for services rendered hereunder not to exceed $10,123.00 during the term of this agreement.

3. In consideration of the mutual covenants and agreements herein contained, YOLO SUPERINTENDENT agrees as follows:

A. To establish and maintain a children's center in the Winters area under the terms and conditions set forth above.

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B. To indemnify and hold harmless COUNTY and DISTRICT from any and all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the provision of day care service or the establishment and maintenance of a children's center, caused by any act or omission of YOLO SUPERINTENDENT, its agents, employees or servants.

4. IT IS MUTUALLY AGREED AS FOLLOWS:

A. The term of this agreement shall commence on August 25th, 1969, and shall terminate on October 30, 1969, or sooner upon expenditure of the funds provided for herein.

B. The term of this agreement may be extended by mutual agreement of the parties in writing.

C. If the children's center shall fail to conform to the rules and regulations mentioned above, COUNTY may, at its option, terminate this agreement by notice in writing to YOLO SUPERINTENDENT.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Peter E. Lucas
Deputy
(SEAL)

BY ORIGINAL SIGNED BY:
ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

GOVERNING BOARD OF THE WINTERS JOINT UNIFIED SCHOOL DISTRICT of Yolo, Solano and Napa, Counties, a joint unified school district

BY Sebastian L Pope
PRESIDENT OF GOVERNING BOARD

ATTEST:

Mrs Donald Lominger
CLERK OF GOVERNING BOARD

MARTIN A. CABALZAR, YOLO COUNTY SUPERINTENDENT OF SCHOOLS

Approved by:

YOLO COUNTY BOARD OF EDUCATION

BY Frederick B Holmes
Vice President

Micro Filmed

YOLO COUNTY AGREEMENT NO. 69-136 / 784623

Micro Filmed

XEROX Service Agreement

FILED

SEP - 8 1969

LAURENCE P. HENIGAN, Clerk

By Barbara E. Yost Deputy

Qty.	Equipment
1	XEROX 720
	PRICING CONVERSION
	TO PLAN "C"

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox' published price list.

Customer Name and Billing Address	Installation Address	Equipment–Ship to Address
DEPT. OF PUBLIC WELFARE COUNTY OF YOLO 20 COTTONWOOD ST. WOODLAND, CALIFORNIA 95695	N/A	N/A

This Agreement may be terminated at any time by either party after the equipment has been in place for (0) days upon written notice of fifteen (15) ☒ thirty (30) ☐ days.

Customer COUNTY OF YOLO

By Arthur H. Edmands

Title Chairman, Board of Supervisors.

Xerox Corporation

By John D. Christopher Employee No. 3350

Date

Branch No. 520-0

Invoice Information

Purchase Order Required ☐ Yes ☒ No If Yes,

Purchase Order Number

Special Reference Number

Purchase Order Period From To

Special Invoice Form Required ☐ Yes ☒ No

Form 4055 (4/69) Printed in U.S.A.

Delivery Information

Requested Delivery Date N/A

Contact "

Phone "

Defense Priority "

Customer

Supply Order

☐ Attached ☒ Not Required

Tax Information

Tax Exempt ☐ Yes ☒ No ☐ N/A

Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously Submitted

Contract Number 1-1-08-1-00-0-0-6-30 Group No.

Micro Fiched

Service Agreement

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damages as may be caused by customer's willful act.

Extend meter credit for defective copies and replace defective supplies without charge as its sole obligations with respect thereto. For offset equipment, no adjustment will be made for defective copies.

Warrant that the Equipment was produced and Reproduction Services will be rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Save Customer harmless from all loss, damage and liability which may be incurred as a result of infringement of U. S. patents, including utility or Enjoinment and shall, at its own expense, defend all claims, suits and actions against the Customer in which such infringement is charged, provided Xerox is duly notified of such claims, suits and actions, and provided Xerox consequently does not pay or be obligated to pay any infringement damages from the use of equipment furnished hereunder which have been supplied by Xerox, other than those as would be in accordance with the then current specifications which Xerox manufactures and sells and does not have control over the use of said equipment, solely for the purpose for which it was designed.

Equipment sold shall comply with the requirements of [illegible] Occupational Safety and Health Act of 1970.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator or machine operator as the case may be, for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month, or as required a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

Approved as to Form
Sept. 3 1969

County Counsel of Yolo County

YOLO COUNTY
AGREEMENT NO. 69-137

A G R E E M E N T

No. 2834

(1) Pursuant to Sections 2221 through 2224 of the Agricultural Code, which are incorporated by reference as though fully set forth at this point, JERRY W. FIELDER, DIRECTOR OF AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as the Director, and the COUNTY OF YOLO, hereinafter referred to as the County, acting by and through its Board of Supervisors, hereby agree as follows:

(2) WHEREAS, the base salary of the Agricultural Commissioner of said County, for the month of January 1959 was established at the rate of Six hundred and no/100---------- ---------- Dollars ($ 600.00) per month, and

(3) WHEREAS, by subsequent action of the Board, the aforesaid rate of compensation for the fiscal year 1969-70 is now established in accordance with the law at One thousand one hundred fifty-one dollars and no/100---------- Dollars ($ 1,151.00) per month, and

(4) WHEREAS, it is the intent of the parties to this agreement to provide for increasing the salary of said Commissioner and/or to compensate said Commissioner for services performed for the Department of Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Agricultural Code throughout the State, and otherwise to effectuate the purposes of Sections 2221 through 2224 of the Agricultural Code.

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(5) The Director hereby agrees to pay to said County during the 1969-70 Fiscal Year the sum of Three thousand three hundred and No/100 ----------Dollars ($3,300.00), to be paid as follows:

At the rate of $275.00 per month for each month (or on a proportionate basis for each fraction of a month) during which the said position of Agricultural Commissioner is filled. Such payment will be made at the end of the 1969-70 Fiscal Year upon submission of invoice covering services rendered during that year.

(6) The County, acting by and through its Board of Supervisors, agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced below the base salary for the month of January 1959 as stated in paragraph (2) above.

(7) The term of this agreement shall be from July 1, 1969 through June 30, 1970 subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 25th day of August, 1969.

JERRY W. FIELDER, DIRECTOR OF AGRICULTURE

By _____
Fiscal Officer

BOARD OF SUPERVISORS
COUNTY OF YOLO

_____
Chairman

FILED

SEP 18 1969

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

DEPARTMENT OF FINANCE
APPROVAL

June 8, 1961
APPROVED BY DEPARTMENT OF FINANCE UNDER BLANKET AUTHORIZATION DATED

Attest:

LAURENCE P. HENIGAN

Clerk of said Board

By _____
Deputy

I hereby certify that provision has been made in the budget for the payment of this contract.

General Fund Chap. 1957
Budget Item 69

_____

Approved as to Form

Dated Aug. 20, 1969

Charles R. Mack

County Counsel

of Yolo County

R. K. Baker, Deputy

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-54)
CONTRACTOR—( )
STATE AUDITOR—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 69-138

NUMBER 232

THIS AGREEMENT, Made and entered into this 1st day of July, 1969, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Director (Title of officer acting for State) Department of Public Health (Department or other agency)

hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall incorporate rubella immunization in the health department's immunization activities. Focusing priority attention on prepubertal children 1 year of age and older who would be least likely to get immunizations without special attention. Children receiving public assistance, enrolled in Head Start Programs or Day Care Centers, or in ethnic minority groups or members of farm labor families. The Contractor shall incorporate rubella in disease and immunization surveillance activities in such a way as to provide a means to evaluate progress toward control of the disease and to assess levels of immunization.

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This shall be done according to the methods described in the Contractor's Application for this award. Copies of the Application are in the possession of both parties to this agreement.

The State will supply rubella vaccine in kind, as indicated in the Contractor's

(continued on reverse side)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto the day and year first above written.

STATE OF CALIFORNIA
Department of Public Health
Name of State agency

By Carleton Hurt
Assistant Director
Fiscal and Management
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)

By
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title

Address

(Continued on ..... sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

Dept. of General Services
APPROVED
SEP 22 1969
By ANDREW E. LOUIE, Director
Chief Counsel

To Be Charged Against
Appropriation Support Item 161, CH 355/69 F.Y. 69/70
Function or Fund General
Line Item Allotment 020-40.1 W 69-6-322 ☐ O.E. ☐ Eq

Amount of this Estimate	28,344 00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	
Adjustment increasing encumbrance	
Adjustment decreasing encumbrance	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After V.S.A. No. ..... or B.R. No. .....)

Accounting Officer

LAURENCE P. HENIGAN, Clerk
By Barbara Rose Deputy

I hereby certify that the conditions for exemption of this agreement from State Administrative Manual Section 1201.15 have been complied with and this document is exempt from review by the Department of Finance.

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Application, contingent upon the availability of vaccine from the Public Health Service.

The Contractor shall report program progress and program expenditures on a quarterly basis on forms provided by the State. The reports will be submitted no later than 30 days after the end of each Quarter.

I. The period of this contract shall be from July 1, 1969 through June 30, 1970.

J. The attached Exhibit "A" (F) entitled, Additional Provisions, is made a part hereof by this reference.

K. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor Quarterly, in arrears, upon submission of an invoice in triplicate stating the time period covered, for actual expenditures in accordance with the budget (attached hereto) provided, however, that the Contractor shall not exceed by 25% or $3,000, whichever is less, any individual item in the budget; that the Contractor submit an explanation of the need for such excess with the claim for reimbursement; and that the total amount of this contract shall not exceed $18,344.

L. Budget:

Exhibit "B"

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Exhibit A(F)

Contract between this Department and County of Yolo

dated July 1, 1969

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provision of this Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

(7) All equipment, materials, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not consumed in the work described herein, shall be the property of the State. Contractor shall furnish, in a form acceptable to the State, a list of equipment when purchased. At the close of the project covered by this agreement the Contractor shall query the State as to the disposition of said equipment.

(8) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system, as determined by the State.

(9) The Contractor shall account for funds provided hereunder in accordance with generally accepted accounting principles, including documents to support accounting record entries. Such records shall be maintained for a period of five years after termination of this contract and shall be available for inspection or audit, at reasonable times, by personnel authorized therefor by the State.

4446

Exhibit B

CONTRACTOR: County of Yolo

*Personal Services

1 Public Health Nurse (Equivalent)	$ 8,984
1 Typist Clerk	5,936
Fringe Benefits	2,474
Total Personal Services	$17,394

Operating Expenses

Supplies	300
Travel	500
Health Education Materials	150
Total Operating Expenses	$ 950

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TOTAL BUDGET	$18,344

*Annual Salaries, monthly rates are 1/12 the amount shown, except those specified to be hourly rates.

YOLO COUNTY
AGREEMENT NO. 69-439

FILED
OCT 16 1969
LAURENCE P. HENIGAN, Clerk
by Barbara A. Rogers Deputy

CALIFORNIA STATE DEPARTMENT OF PUBLIC HEALTH

Project No: MG-06G
Contract No: 145

Migrant Health Project Grant Agreement

This agreement is made and entered into this 1st day of July, 1969, at Berkeley, California, by and between the State of California, through its Department of Public Health, hereinafter called the State, and the Yolo County hereinafter called the Contractor.

WITNESSETH: WHEREAS, the Congress of the United States, through the Public Health Service of the Department of Health, Education and Welfare, has made a grant to the State of California to assist in improving health services for domestic agricultural migratory workers and their families, including the establishment and operation of family health service clinics; and

WHEREAS, local health departments and other public agencies, or nonprofit private agencies, institutions or organizations in California may qualify for these migrant health funds in support of projects approved by the State, and

WHEREAS, the Contractor has submitted to the State an Application for Migrant Health Project Grant, attached Exhibit B, and

WHEREAS, said application has been approved in its amended form for funding by the State,

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NOW, THEREFORE, it is mutually agreed as follows:

1. The Contractor will carry out the services according to attached General Terms and Conditions, marked Exhibit A, and said approved project application, marked Exhibit B, which Exhibits A and B are by this reference made a part hereof.

2. The period of this contract shall be from July 1, 1969 to June 30, 1970.

3. Periodic progress reports and a final report of project operations shall be submitted to the State.

4. State shall reimburse the Contractor not more frequently than quarterly, for actual expenditures in accordance with the budget herein contained, upon receipt of invoices in triplicate. The total liability of the State under this contract shall not exceed $ 33,604.

5. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

6. The attached Fair Employment Practices Addendum (standard form 3) by reference hereto is incorporated as part of this contract.

Contractor: Yolo County

Project No: MG-06G
Contract No: 145

7. Reimbursement for referral services and X-ray and laboratory services shall not exceed the rates contained in the 1964 Relative Value Study and the schedule of maximum allowance for medical and related services approved by the State Department of Finance.

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

By _____

Assistant Director
Fiscal and Management

Contractor Yolo County

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Date _____

_____
County Counsel of Yolo County

Micro Fiched

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance."

DO NOT WRITE IN THIS SPACE

Supplton 161, CH355/69 69/70 FY
001-40.1 MG 06G (70) General
Amount of this Estimate $ 33,604.00
Hlth Program for Farm Worker's Families
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance
(After Revision No. _____)

_____
Accounting Officer

GRM POLICY BUDGET COS
Department of General Services
APPROVED
SEP 29 1969
By ANDREW R. LOLLI, Director

0070

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

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(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Exhibit A

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Farm Workers Health Services

General Terms and Conditions

Migrant Health Project Contracts

Contracts for Migrant Health Projects supported by Public Health Service Migrant Health Grant Funds granted to the California State Department of Public Health, and all reimbursements thereunder are subject to the following:

1. USE OF FUNDS

A. Funds may be expended pursuant to the contract only for the purposes specified in the approved attached project application and in accordance with applicable Federal, State and local laws and regulations.

Funds may be used for the following direct costs: salaries and necessary travel expenses of professional, technical and supporting personnel; rental of space (including minor renovations and repairs); purchase of equipment, supplies and services; and such other specifically authorized expenses as may be essential to carry out the project. Where personnel work only part-time on the project, only that portion of their salaries and travel attributable to project operations may be paid from contract funds. Supporting time, salary and travel records must be kept in such instances.

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If specifically provided in the approved project application, contract funds may be used for the purchase of medical and dental services provided in family health service clinics and for purposes of experimenting with or demonstrating efficient, effective and economical methods of providing and financing personal health care through group payment arrangements for hospital out-patient clinic services or other types of community health services.

B. The Contractor will assume indirect (overhead) costs incurred in carrying out the project.

C. Funds may not be budgeted or used for the acquisition of land, acquisition or construction of buildings, foreign travel, dues payable to professional societies and organizations, costs of hospitalization or for medical or dental services except as authorized under Paragraph A.

D. Funds used for the purchase of medical and dental services (see Paragraph A) may not be increased or decreased by transfer into or out of any category of the budget, as approved, without a contract amendment. With respect to funds approved for other expenditures it is expected that the distribution of costs between categories of expenditures will follow the approved budget by

the Contractor without specific approval if such transfers in the contract period do not result in a cumulative increase in any budget category of more than 25 percent or $3,000.00, whichever is less. Where (1) a larger transfer is involved, or (2) a transfer, regardless of the amount, would result in a significant change in the character or scope of the project, an approved amendment must be secured.

E. For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

F. All encumbrances of contract funds must be incurred and supported by a valid encumbering document within the approved contract period, and unless otherwise authorized, liquidated within two years of the date on which the encumbrance was incurred.

2. REIMBURSEMENT PROCEDURES

The State shall reimburse the Contractor not more frequently than quarterly, upon submission of an invoice in triplicate reporting actual expenditures in the same detail as the budget in the project application, and in a form acceptable to the State.

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3. FEES

To the extent authorized by State or local law, Contractors may collect fees for health services provided in connection with the operation of the contract and are authorized to use such fees for project operations as approved or amended in addition to the contract funds without amending the contract. Contractors shall be accountable to the State for an amount of funds equivalent to the total of the fees collected in addition to the amount of funds received in payments under the contract. This accountability may be satisfied (1) through the expenditure of such funds (contract expenditures plus fees collected for activity) on the project; (2) through refund of any unexpended funds to the State; or (3) through an equivalent reduction in subsequent State payments for contract expenditures.

4. EQUIPMENT ACCOUNTABILITY

The title to equipment purchased with contract funds will be vested in the Contractor. Equipment so purchased must continue to be accounted for as such after the contract period and must continue to be used for migrant health services; or, if disposed of or transferred to other use, an amount

equivalent to the then value of the equipment must be refunded to the Public Health Service. The State may require as a condition of the contract that highly specialized or expensive equipment purchased from contract funds be made available for use in other migrants' health services elsewhere in California when it is not needed by the Contractor for the purpose for which it was acquired.

5. RECORDS AND REPORTS BY CONTRACTOR

A. The Contractor must maintain necessary program and financial records to facilitate submission of required reports and the conduct of project operations review and fiscal audits.

B. Financial reports will be required quarterly. (A different reporting schedule may be arranged for contracts of short duration.)

A separate fund account shall be maintained for the project, unless subsidiary accounts are maintained to reflect total receipts and expenditures for the project by fund source and object classification. A separate control by source and object classification shall be maintained to record such data. Expenditures reported for the project shall include any obligations incurred within the contract period. These accounts, supporting invoices, warrants, records of fees collected, payrolls, etc., shall be retained until the Federal and/or State fiscal audit is completed and any questions arising from it resolved. Records adequate for the identification and location of property purchased in whole or in part with contract funds also shall be maintained.

6. SITE VISITS AND AUDITS

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A. The State may arrange for site visits by State and Federal representatives for the purpose of reviewing and evaluating project operations.

B. Fiscal audit will be made by representatives of the State and/or the Federal Government, and Contractors will receive a report of their findings. For auditing purposes, all records (see Paragraph 5) must be accessible to these representatives.

7. TERMINATION OF CONTRACTS AND REPAYMENT OF CONTRACT FUNDS

A. In the event a Contractor fails to comply with State and Federal law, regulations, or these terms and conditions, or fails to carry out the project as approved and pursuant to the contract, the State may, on reasonable notice to the Contractor, withhold further payments and terminate the contract.

B. Any unencumbered balance in or due the contract account, as determined by audit, at the termination of the contract must be refunded to the State.

8. PUBLICATION, COPYRIGHT, AND PATENT POLICIES

A. In the absence of stated specific conditions to the contrary, the Contractor may publish information about the operations and findings of the contract without prior approval from the State. However, it is requested that authors acknowledge State and Federal funds by including the following note:

> This (project or study) was supported in part by a Migrant Health Project Grant from the Public Health Service to the California State Department of Public Health.

The Contractor is requested to furnish to the State, whenever possible, thirty reprints of publications which derive from, describe or analyze the findings resulting from contract operations.

B. Unless there are specific conditions to the contrary, the author of a book or material which is to be published privately, and which will include information on the project operations may copyright the work and proceed with publication as if the State and Federal Governments had not supported the project. Micro Fiched

C. If any invention arises or is developed in the course of the work aided by the contract, the Contractor will refer to the California State Department of Public Health and the Public Health Service for determination whether patent protection on such invention should be sought, and how the rights in the invention, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. The term "invention" includes, but is not limited to, improvements or discoveries, including innovations (or the new use) of a process, art, or method, machine, and manufacture or composition of matter.

9. CIVIL RIGHTS ACT OF 1964

The Contractor agrees that he will comply with the Civil Rights Act of 1964 (P. L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in; be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of non-compliance such Federal Funds will be withheld until compliance can be assured. Invoices will certify that services performed under this contract have been provided in compliance with Civil Rights Act of 1964.

451

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D.C. 20201

EXHIBIT B

TO BE COMPLETED BY PHS
DATE RECEIVED
PHS ACCOUNT NUMBER
GRANT NUMBER

APPLICATION FOR HEALTH SERVICES PROJECT GRANT

1. GRANT PROGRAM

- [ ] CANCER CONTROL
- [ ] COMMUNITY HEALTH SERVICES
- [X] MIGRANT HEALTH SERVICES
- [ ] MENTAL RETARDATION
- [ ] NEUROLOGICAL AND SENSORY DISEASE SERVICES
- [ ] TUBERCULOSIS CONTROL
- [ ] VACCINATION ASSISTANCE
- [ ] VENEREAL DISEASE CONTROL
- [ ] OTHER (Specify) _____

2. PROJECT TITLE

NURSING CARE & HEALTH SUPERVISION FOR FAMILIES OF MIGRANT WORKERS

3. NAME AND ADDRESS OF APPLICANT ORGANIZATION

YOLO COUNTY HEALTH DEPARTMENT
#10 COTTONWOOD STREET
WOODLAND, CALIFORNIA 95695

6. NAME, TITLE, AND ADDRESS OF PROJECT DIRECTOR

HERBERT BAUER, M.D.
PUBLIC HEALTH DIRECTOR AND
DIRECTOR OF MENTAL HEALTH
#10 COTTONWOOD STREET
WOODLAND, CALIFORNIA 95695

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TELEPHONE NO.: 662-3241 Ext. 250

4. NAME AND TITLE OF AUTHORIZED OFFICIAL

W. W. CONNER, CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS

TELEPHONE NO.: 662-3241

7. TYPE OF APPLICATION

- [ ] INITIAL
- [ ] CONTINUATION
- [X] RENEWAL
- [ ] REVISION

8. PROJECT PERIOD REQUESTED OR APPROVED

FROM	THROUGH
7/1/69	6/30/70

5. PAYEE (Name, Title, and Address)

JOHN L. DAHLER, COUNTY TREASURER
COUNTY OF YOLO
COURTHOUSE
WOODLAND, CALIFORNIA

TELEPHONE NO.: 662-3241 Ext. 371

9. GENERAL LEVEL OF SUPPORT REQUESTED

	PORTION OF PROJECT PERIOD		
	FROM	THROUGH	AMOUNT
01	7/1/69	6/30/70	$ 41,800
02			
03			
04			
05			
		TOTAL	$ 41,800

10. APPLICANTS' CERTIFICATION: The undersigned accept, as to any grant awarded, the obligation to comply with the terms and conditions in the Health Services Project Grants Manual; the undersigned agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the Regulation issued pursuant thereto and state that the Assurance of Compliance with such Regulation (Form HEW-441) which has previously been filed by the applicant, or is attached, applies to this project; the undersigned also certify that they have no commitments or obligations, including those with respect to inventions inconsistent with Department regulations. (42 CFR, Part 8)

SIGNATURE OF AUTHORIZED OFFICIAL	DATE	SIGNATURE OF PROJECT DIRECTOR	DATE
			11/1/69

11. STATE HEALTH OFFICER'S RECOMMENDATION

I recommend this application be:

- [ ] APPROVED
- [ ] DISAPPROVED

SIGNATURE

DATE

12. REGIONAL HEALTH DIRECTOR'S RECOMMENDATION

I recommend this application be:

- [ ] APPROVED
- [ ] DISAPPROVED

SIGNATURE

DATE

PHS-4744-1 (PAGE 1)
2-65

FORM APPROVED:
BUDGET BUREAU NO. 68-R355
GPO 920-223

A. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD: FROM 7/1/69 THROUGH 6/30/70	NO. OF POS.	ANNUAL SALARY	% TIME OF EFFORT	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS: APPLICANT OR OTHER	SOURCE OF FUNDS: REQUESTED FROM PHS
	a	b	c	1	2	3
A. PERSONNEL						
ANNE WILCOX, PHN	1	8759	100%	$8759		$8759
SUZANNE CARO, PHN	1	8246	100%	$8246		$8246
PATRIC FITZSIMMONS, SANITARIAN	1	8554	100%	$8554		$8554
SHARRON DENNETT, ITC	1	2811	50%	$2811		$2811
BETTY HUSTON, ITC	1	2564	50%	2564		2564
INTERPRETER/CLERK ($1.75 PER HR)				100		100
CONSULTANTS & CLINICIANS				2000		2000
EMPLOYEE BENEFITS				$5500		$5500
PUBLIC HEALTH DIRECTOR	1	23484	10%	2346	2346	
DIRECTOR OF NURSING	1	9816	10%	981	981	
SUPERVISING PUBLIC HEALTH NURSE	1	8941	10%	894	894	
SANITARIANS (5)	5	46185	20%	9237	9237	
DIRECTOR OF SANITATION	1	11364	10%	1136	1135	
ADMINISTRATIVE ASSISTANT	1	7320	10%	732	732	
						Micro Fiched
				$53,824		$34,900*
SUB-TOTAL				$	$15,326	$
B. SUPPLIES						
MEDICAL & LABORATORY SUPPLIES				$664	—	$664
OFFICE SUPPLIES				800	500	300
SUB-TOTAL				$1464	$	$964
C. TRAVEL					500	
TRANSPORTATION BY PRIVATE CAR--10¢ FIRST 100 MILES 8¢ THEREAFTER				2150		2150
2 PUBLIC HEALTH NURSES				$200	—	$200
1 STAFF SANITARIAN				1100	—	1100
STAFF TRAVEL (MEETINGS OUT OF COUNTY)				$150	—	$150
SUB-TOTAL				$3900	$	$3900
SUB-TOTAL THIS PAGE (carried forward to page 3)				$	$15,826	$

PHS-4744-1 (PAGE 2a)
REV. 1/69

U. S. GOVERNMENT PRINTING OFFICE: 1968 280-328

59,590 41,764

* hopes for this applied

13. BUDGET FOR 12-MONTH PORTION OF PROJECT PERIOD – Continued			TOTAL AMOUNT REQUIRED	SOURCES OF FUNDS	
FROM	THROUGH			APPLICANT OR OTHER	REQUESTED FROM PHS
7/1/69	6/30/70		1	2	3
SUB-TOTAL (Brought forward from page 2)			$ 57,576	$	$ 41,7[illegible]
D. EQUIPMENT					
NONE					
		SUB-TOTAL	$ 00	$ 00	$ 00
E. OTHER					
NONE					
		SUB-TOTAL	$ 00	$ 00	$ 00
F. REQUESTED FROM PHS	1. CASH GRANT				$ [illegible]
	2. DIRECT ASSISTANCE				$ [illegible]
G. TOTAL DIRECT COSTS OF PROJECT			$ 57,576	$ 15,826	$ [illegible]

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14. INDIRECT COSTS

A. ☐ NO INDIRECT COST ALLOWANCE REQUESTED

B. AN INDIRECT COST ALLOWANCE REQUESTED AT THE FOLLOWING RATE:

	INITIAL OR RENEWAL	CONTINUATION
1. ESTABLISHED RATE OF _____ %		
2. PROVISIONAL RATE OF 20%		
3. PROVISIONAL RATE OF _____ %		

14C. FOR PHS USE ONLY

ADC	
RATE	
PDCA	
TDC	
PHS TOTAL	

15. SOURCES OF OTHER FUNDS (Identify "FEES" separately)

COUNTY OF YOLO

TOTAL		$ [illegible]

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2-55

☆ U.S. GOVERNMENT PRINTING OFFICE: 1965 O-771-[illegible]

* Negative factor applied

5. ESTIMATE OF FUTURE REQUIREMENTS FOR EACH 12-MONTH PORTION OF PROJECT PERIOD			TOTAL AMOUNT REQUIRED (1)	SOURCE OF FUNDS: APPLICANT OR OTHER (2)	SOURCE OF FUNDS: REQUESTED FROM PHS (3)
02	FROM 7/1/70	THROUGH 6/30/71	TOTAL $ 60,515	$ 16,617	$ 43,898
			PERSONNEL		
			SUPPLIES		
			TRAVEL		
			EQUIPMENT		
			OTHER		
03	FROM 7/1/71	THROUGH 6/30/72	TOTAL $ 63,540	$ 17,447	$ 45,093
			PERSONNEL		
			SUPPLIES		
			TRAVEL		
			EQUIPMENT		
			OTHER		
04	FROM 7/1/72	THROUGH 6/30/73	TOTAL $ 66,717	$ 18,319	$ 47,398
			PERSONNEL		
			SUPPLIES		
			TRAVEL		
			EQUIPMENT		
			OTHER		
05	FROM 7/1/73	THROUGH 6/30/74	TOTAL $ 70,052	$ 19,234	$ 50,818
			PERSONNEL		
			SUPPLIES		
			TRAVEL		
			EQUIPMENT		
			OTHER		

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17. OTHER GRANT SUPPORT SOURCE AND GRANT NUMBER	PROJECT TITLE	PERIOD OF SUPPORT	AMOUNT
			$
V-68-5-300	VACCINATION ASSISTANT PROGRAM	4/1/68 3/31/69	15,505
	MCH	7/1/59 6/30/69	4,959
	MCH-VR	"	1,050
	CANCER DETECTION	"	3,600
	SOCIAL SERVICE	10/1/68 6/30/69	6,174
	COMPREHENSIVE PLANNING	7/1/69 6/30/70	10,000

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

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(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

FILED

SEP - 3 1969

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
Deputy

AGREEMENT NO. 69-140

THIS AGREEMENT made and entered into this 2nd day of September, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County", and YOLO ENGINEERS AND SURVEYORS, INC., licensed engineers, Woodland, California, hereinafter called "Engineer";

W I T N E S S E T H:

WHEREAS, County intends to install major improvements in a proposed Assessment District No. 118, and

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WHEREAS, it is necessary that construction engineering services be obtained for such work and for related or incidental work thereto.

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this Agreement with respect to the proposed Assessment District No. 118:

2. Engineer shall furnish and perform, in a manner satisfactory to County, the following professional services required for the construction of major improvements in the proposed Assessment District No. 118, said services including, but not limited to the following:

A. (1) The general planning and layout of the work including consultation and advice during construction, visits to the construction site and appropriate reports and shop drawing reviews as required by the Department of Public Works.

B. Complete field surveys required for construction of facilities, for final measurements and records and for acquisition of lands and easements;

C. Preparation of descriptions and plats of properties, easements, and rights of way required for installation of facilities.

D. Preparation of assessment proceedings and maps and the spreading of assessments, according to benefits, among the various parties involved. The establishment of all property assessments shall be subject to review and approval by County.

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit A" (and by reference made a part hereof);

4. The compensation provided for in Paragraph 3 above shall be paid to Engineer upon the following basis:

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A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as approved by the Director of Public Works.

5. Engineer shall furnish copies of all plans, specifications, and legal descriptions as may be required by the County for review, without charge.

6. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this Agreement.

7. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. In addition, Engineer shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Engineer of this Agreement.

8. This Agreement shall not be considered as giving exclusive authority to Engineer for performing all engineering services pertaining to the design and construction of major street improvements in the proposed assessment district. County may perform, or have performed, any phase,

of the various professional services outlined in Paragraph 2, without any liability or obligation to Engineer.

9. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with construction of the project shall become the property of the County as permanent records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

By _____
Chairman of the Board of Supervisors, County of Yolo, State of California

YOLO ENGINEERS & SURVEYORS, INC.
Licensed Engineers, Woodland, California

By _____
Title: _____

ATTEST:
LAURENCE P. HENIGAN, CLERK

_____ Deputy

APPROVED AS TO FORM:

_____
CHARLES R. MACK, COUNTY COUNSEL

GLENN E. MOELLER JOHN H. ROBERTS H. E. NIEDERBERGER

YOLO ENGINEERS & SURVEYORS, INC.
WOODLAND PH. 662-4346 • DAVIS PH. 753-2515 • WEST SACTO PH. 371-7076
Post Office Box 1364 1216 Fortna Avenue
WOODLAND, CALIFORNIA
95695

EXHIBIT - A

YOLO ENGINEERS AND SURVEYORS, INC. - FEE SCHEDULE

1 man - field and office	$13.00 per hr.
1 man- Sub-Professional	$14.00 per hr.
1 man- Reg. Engineer	$16.00 per hr.
1 man - Principal	$20.00 per hr.
2 man survey party	$26.00 per hr.
3 man survey party	$39.00 per hr.
4 man survey party	$52.00 per hr.
Computer service	$30.00 per hr.
Mileage, automotive	@$.12 per mile
Aircraft use	$30.00 per hr.

The above quotations include reasonable amounts of surveying supplies.

Survey stakes used in topography surveys will be billed at cost.

Meals and lodging for employees required to remain away from home overnight will be billed at cost.

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YOLO COUNTY
AGREEMENT NO. 69-141

78462

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XEROX Service Agreement

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox' published price list.

Qty.	Equipment
1	XEROX 720
	PRICING CONVERSION
	TO PLAN "C"

FILED
SEP - 3 1969
LAURENCE P. HENIGAN, Clerk
By Patricia Hodges Deputy

Customer Name and Billing Address	Installation Address	Equipment–Ship to Address
DEPT. OF PUBLIC WORKS COUNTY OF YOLO 253 LINCOLN AVENUE WOODLAND, CALIF. 95695	N/A	N/A

This Agreement may be terminated at any time by either party after the equipment has been in place for ( ) days upon written notice of fifteen (15) ☑ thirty (30) ☐ da

Customer

By: [signature]

Title: Chairman, Board of Supervisors, County of Yolo, State of California

Xerox Corporation

By: John D. Christopher Employee No. 3250

Date: _____ Branch No. 320

Invoice Information

Purchase Order Required ☐ Yes ☒ No If Yes,

Purchase Order Number

Special Reference Number

Purchase Order Period From To

Special Invoice Form Required ☐ Yes ☒ No

Form 4065 (A-69) Printed in U.S.A.

Delivery Information

Requested Delivery Date

Contact N/A

Phone

Defense Priority

Customer

Supply Order

☐ Attached ☒ Not Required

Tax Information

Tax Exempt ☐ Yes ☑ No ☐ N/A

Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously Submitted

Contract Number 1-1-05-60000-63C Group No.

Micro Fiche

Service Agreement

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damages as may be caused by customer's willful act.

Extend meter credit for defective copies and replace defective supplies without charge as its sole obligations with respect thereto. For other equipment, no adjustment will be made for defective copies.

Warrant that the Equipment was produced and Reproduction Services shall be rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Save Customer harmless from all loss, damage and liability which may be assessed on account of infringement of U. S. patents relating solely to Equipment and shall, at its own expense, defend all claims, suits and actions against the Customer in which such infringement is alleged, provided Xerox is duly notified of such claims, suits and actions, and provided Xerox is actually given control of any infringement arising from the use or sale of Equipment provided however that this does not apply to any infringement arising from the use or sale of Equipment provided hereunder which has been modified by anyone other than Xerox or used in combination with other items not provided hereunder when such infringements would not have occurred from the use or sale of Equipment solely for the purpose for which it was designed.

Further warrant that it complies with the requirements of Title VII of the Civil Rights Act of 1964.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator or machine operator as the case may be, for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month, or as required a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

Approved as to Form
SEP - 3 1963

County Counsel of Yolo County

AGREEMENT NO. 69-142

AGREEMENT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 19 69, by and between _____ Yolo COUNTY, acting by and through their Board of Supervisors, hereinafter referred to as "County", and the STATE OF CALIFORNIA, DEPARTMENT OF MENTAL HYGIENE, acting by and through the Director of Mental Hygiene with the approval of the Director of General Services, hereinafter referred to as "State";

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W I T N E S S E T H:

WHEREAS, the County desires to obtain from the State patient care, treatment, facilities and related services under the provisions of Division 5 of the Welfare and Institutions Code, State of California, in accordance with Section 4017, 5401 and 5602 of said code; and

WHEREAS, the DeWitt, Napa, and any other State Hospital(s) has(have) the necessary staff, facilities, and services to adequately provide such specialized care and treatment;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

I

In consideration of the payments hereinafter provided, State agrees to provide inpatient services as described in Section 541, Title 9, California Administrative Code, at the following State Hospital(s): DeWitt, Napa, and any other state hospitals to (adult patients over the age of 16 and/or children patients under the age of 16) referred by the Director of Local Mental Health Services of Yolo County.

II

In accordance with Section 541, Title 9, California Administrative Code, inpatient services are defined as mental health services within a hospital providing diagnosis, evaluation, care and treatment of persons suffering from mental, emotional or behavioral disorders, mental retardation or mental disorders resulting from alcoholism.

III

The admission, treatment and discharge of patients shall be in accordance with generally accepted standards of

the medical profession. State will obtain a history and perform a physical examination on each patient as soon as possible after admission and not later than 24 hours after admission, excluding weekends and holidays. State may accept County's history, physical examination and laboratory findings to avoid a duplication of services.

General medical, neurological and surgical services shall be available to each patient. Also general laboratory, radiological and electroencephalograph services shall be available. Provisions for transfer of patients to an appropriate facility for medical or surgical treatment may be made.

Should extraordinary services be required by a patient, State agrees to consult with the Local Mental Health Director prior to performing the service or making an appropriate referral. Prior consultation shall not be required by State in rendering emergency medical care.

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IV

Upon discharge or transfer of a patient State will communicate with the individual or agency to which the patient is being referred, and forward on request pertinent inpatient hospital records where the patient's best interests will be served. Patients' records will be completed within 72 hours following discharge, excluding weekends and holidays. Summaries will be provided in all cases to the agency to which the patient is being referred.

V

State agrees to have admission policies which shall be in writing and available to the public. Such policies shall include a provision that patients will be accepted for care without discrimination on the basis of race, color, religion, national origin, or ancestry.

VI

State further agrees not to employ discriminatory practices in the admission of patients, assignment of accommodations, employment of personnel, or in any other respect on the basis of race, color, religion, national origin or ancestry.

VII

State will maintain adequate medical records on each individual patient. The records shall include diagnostic studies and a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation

of services. The records shall contain all of the data necessary in reporting to the Department of Mental Hygiene, including records of patient interviews. A qualified medical record librarian shall be responsible for the completion of medical records and the transmission of reports.

VIII

State agrees that professional and technical personnel shall meet the standards set forth in Article 8, Subchapter 3, Title 9, California Administrative Code, unless the Department of Mental Hygiene permits exceptions to these requirements.

IX

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Fees for services provided shall be charged by State in accordance with the ability of the patient or his responsible relatives to pay but not in excess of actual cost to the Department of Mental Hygiene. Charges shall be in accordance with the attached prevailing schedule of charges which has been adopted by the Director of Mental Hygiene for patients receiving State Hospital services.

X

In consideration of the aforesaid services rendered by State to patients referred by the Local Mental Health Director, County agrees to pay State 10% of all costs of reimbursable services, less patient fees collected. State to retain 90% of the cost of these services from County's allocation pursuant to Welfare and Institutions Code Section 5714. All non-reimbursable services, less patient fees collected, shall be paid by County in full.

Services for which County is liable for payment shall include all extraordinary services and emergency care, less patient fees collected.

The total amount payable by County to State under this agreement shall not exceed Twenty-seven Thousand and Forty-eight and 00/100 dollars ($ 27,048) unless the parties should increase this amount through appropriate amendment.

XI

Payment by County for which State reimbursement shall be made pursuant to Section 5705 of the Welfare and Institutions Code shall be limited to payment for inpatient services as set forth in paragraph II of this agreement, including the prescribing or furnishing of necessary drugs, together with such general medical and surgical procedures as are necessary in the treatment of a psychiatric condition.

XII

Adequate financial records shall be kept by State so that they clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with accepted accounting principles in order to reflect the true cost of the services rendered. Statistical data shall be kept and reports made as required by the Department of Mental Hygiene on forms provided by the Department of Mental Hygiene. All such records shall be available for inspection by the auditors of County at reasonable times during normal business hours.

XIII

Micro Fiched

State shall bill County quarterly in arrears for services rendered to eligible patients in an amount not to exceed actual costs to State, in accordance with paragraph X of this agreement, said bill to clearly reflect the cost of services rendered in the care of each patient. During 1969-70 bills shall be submitted for three-month periods commencing with the July, August, and September period of that year.

XIV

The provisions of this agreement shall apply to all patients who are residents of County and admitted to other State Hospitals and facilities under the jurisdiction of the Department of Mental Hygiene. State agrees to notify County promptly of such an admission and to consult with the Local Mental Health Director prior to performing diagnostic screening or prepetition screening. If the Local Mental Health Director requests the transfer of a patient to the State Hospital having primary responsibility for County's patients, State agrees to such a transfer if space is available and at the expense of County.

XV

State reserves the right to transfer, at its own expense, any patient of County to another State Hospital under the jurisdiction of the Department of Mental Hygiene whenever it appears, in the opinion of the Director of Mental Hygiene, that the space available is inadequate for treatment purposes and the patient would be benefitted by such a transfer. State agrees to consult with the Local Mental Health Director prior to such transfer. Preference shall be given in any such transfer to a State Hospital in an adjoining rather than a remote district.

XVI

The provisions of this agreement shall apply to any resident of County confined to a public institution of another state having a reciprocal working agreement with the Department of Mental Hygiene for the mutual exchange or return of such persons. State agrees to consult with the Local Mental Health Director prior to the return of such person, and upon his request to move such person to the State Hospital having primary responsibility for County's patients. County shall not be responsible for transfer costs but will be responsible for all costs for services rendered following the admission of such patient to a hospital of State as provided in this agreement.

Micro Fiched

State agrees to admit non-resident persons referred by the Local Mental Health Director who are residents of a state having a reciprocal working agreement with the Department of Mental Hygiene for the mutual exchange or return of such persons. County shall not be responsible for the services rendered to such persons by State or for the costs of transportation of such persons to their state of residence.

XVII

This agreement shall be effective only for such period of time as the Controller of the County certifies that funds have been appropriated, are available, and have been set aside for the purposes hereof, and the County's obligation hereunder shall not exceed the amount certified by the Controller of the County unless an additional certification is secured.

XVIII

All references in this agreement to sections of Title 9, California Administrative Code, shall be applied as now existing or hereinafter amended.

XIX

This agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate. In the event that County fails to certify as to the availability of funds State reserves the right to terminate this agreement immediately by giving written notice to County. Unless so terminated, this agreement shall remain in full force and effect commencing July 1, 1969, and ending June 30, 1970.

IN WITNESS WHEREOF, the parties hereby have caused

their duly authorized representatives to execute this agreement the day and year first above written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

STATE OF CALIFORNIA
DEPARTMENT OF MENTAL HYGIENE

By _____
Chief Deputy Director
Office of Administrative Management

Approved:
STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

By _____
Director of General Services

Micro Fiched

Approved as to Form
Dated _____
County Counsel of Yolo County

OUTPATIENT CONTRACT PROVISIONS

I

(Same as inpatient except for "outpatient" and "542" which are substituted where underlined.)

II

In accordance with Section 542, Title 9, California Administrative Code, outpatient services are defined as mental health services provided on an outpatient (non-inpatient) basis and providing a direct service of referral, evaluation, diagnosis, care or treatment to persons suffering from mental, emotional or behavioral disorders, mental retardation or mental disorders resulting from alcoholism.

Micro Fiched

III

State agrees that the outpatient services shall be reasonably available and accessible to County's patients and under the general direction of a psychiatrist who is present or available on a regularly scheduled basis. A physician shall assume medical responsibilities for all patients.

In mental retardation and alcoholic programs a physician other than a psychiatrist may be substituted by State when this would be more appropriate to the treatment needs of the patient.

IV

The minimum professional staff for the outpatient services provided by State shall include a psychiatrist and other personnel necessary to achieve program objectives, such as physicians, psychologists and social workers. Participation by different disciplines may vary according to program design and objectives.

A physician must be present at least half time during which the services are provided, except that under special circumstances the Department of Mental Hygiene may permit modification of this requirement.

V

In conducting the outpatient services State agrees to provide for continuity of care and flexibility of staffing to meet the needs of the individual patient. The staff may include qualified registered nurses and other professional disciplines. The services provided by the various professional disciplines shall be integrated through regular staff meetings and other conferences for joint planning and evaluation of treatment.

FORM 2 — APPROVED BY THE ATTORNEY GENERAL (REV. 9-54)
CONTRACTOR (1)
STATE AGENCY (2)
DEPT. OF GENERAL SERVICES (3)
CONTROLLER (4)

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 69-143

NUMBER # 248

THIS AGREEMENT, Made and entered into this 1st day of July, 1969, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Director — Department of Public Health
Title of officer acting for State — Department or other agency

hereinafter called the State, and

Yolo County Health Department

hereinafter called the Contractor.

OCT 1 6 1969
LAURENCE P. HENIGAN, Clerk
By Beverly Wilson Deputy

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall: (1) Provide social work consultation to staff members of the health department; (2) Provide more effective liaison between our mental health service, the county welfare department, probation department, and other referring agencies; (3) Render direct social casework to selected families under health department supervision; (4) Provide supervision to graduate students of social work placed into public schools in the County for field training.
2. The period of this contract shall be from July 1, 1969 through June 30, 1970.
3. The attached Exhibit "A(F)" entitled, Additional Provisions, is made a part hereof by this reference.
4. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in triplicate stating the time period covered, for actual expenditures in accordance with the budget herein contained, and that the total amount of this contract shall not exceed $10,850.

(continued on reverse side)

Micro Fiched

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health
Name of State agency

By Herbert Goetz

Assistant Director, Fiscal and Management
Title

Contractor Yolo County Health Department
(If other than an individual, state whether a corporation, partnership, etc.)

By Robert W. Crowell

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title

Address

(Continued on ..... sheets each bearing number of Contractor)

DO NOT WRITE IN THIS SPACE

Approved
OCT 2 1969
By ANDREW P. [illegible]

To Be Charged Against:
Appropriation: Health & Safety Code, Sec. 214 F.Y. 69/70
Function or Fund: Public Health Federal & State
Line Item Allotment: 214 (d) Subvention — C.O.F. 11 Fe

Amount of this Estimate: $ 10,850.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Index: $ 1,440,122.00
Adjustment increasing encumbrance:
Adjustment decreasing encumbrance:

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ..... B.R. No. .....)

Herbert Goetz
Chief of Administration

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

5. Budget:

Salaries/Wages - 1 Social Worker (full time) @ $867/month		$10,400
Consumable supplies		200
Travel		250
	TOTAL BUDGET	$10,850

Approved as to form
Date .....
County Counsel of Yolo County

Micro Fiched

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

Exhibit A(F)

Contract between this Department and Yolo County Health Department

dated July 1, 1969

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provision of this Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Micro Filmed

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

(7) All equipment, materials, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not consumed in the work described herein, shall be the property of the State. Contractor shall furnish, in a form acceptable to the State, a list of equipment when purchased. At the close of the project covered by this agreement the Contractor shall query the State as to the disposition of said equipment.

(8) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system, as determined by the State.

(9) The Contractor shall account for funds provided hereunder in accordance with generally accepted accounting principles, including documents to support accounting record entries. Such records shall be maintained for a period of five years after termination of this contract and shall be available for inspection or audit, at reasonable times, by personnel authorized therefor by the State.

4445

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 6-63)
CONTRACTOR—1
STATE AGENCY—2
DEPT. OF GENERAL SERVICES—1
CONTROLLER—1

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 69-144

543- 2nd A (67/68)
NUMBER 381-1st A (68/69)

THIS AGREEMENT, Made and entered into this 1st day of June, 19 69, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Director, Fiscal and Management (Title of officer acting for State) Department of Public Health (Department or other agency)

hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and County of Yolo, dated January 14, 1969, and approved on April 8, 1969 by the State Department of General Services:

Paragraph #2 is amended so the total amount of this contract reads "$19,195".

Paragraph #3 is amended to read:

Budget	
Personnel	$17,814
Supplies	118
Travel	307
Other(vaccine)	956
Total Budget	$19,195

2. All other terms and provisions of said contract shall remain in full force and effect.

Micro Fiched

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.1 have been complied with and this document is exempt from review by the Department of Finance.

OCT 16 1969

LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health
Name of State agency

By [signature]
Assistant Director
Fiscal and Management
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)

By [signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

P.O. Box 1157
Title
Woodland, California 95695
Address

(Continued on ____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

OFFICE	SECTION	CODE
		003

Department of General Services

APPROVED
SEP 25 1969
By ANDREW R. LOUIS, Director
[signature]
Asst. Chief Counsel

To Be Charged Against:
Appropriation Item 305, CH 430/68 F.Y. 68/69
Function or Fund General Fund
Line Item Allotment 020-30.1 Y-68-5-32 D

Amount of this Estimate 19,195.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger
Adjustment increasing encumbrance
Adjustment decreasing encumbrance

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.S.A. No. ____ or R.E. No. ____)

[signature]

1. The State hereby agrees to pay for the services and materials at the time, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Micro Fiched

Approved as to Form
Dated: _____
County Counsel of Yolo County

FILED
SEP - 8 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 69-145

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT
BETWEEN
HOSPITALS AND EXTENDED CARE FACILITIES)

The Gil Med, Inc. /DBA/ Woodland Convalescent Hospital hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES," dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Date: September 2, 1969

Party: Gil Med, Inc. /DBA/ WOODLAND CONVALESCENT HOSPITAL

BY Jack D. Carter
(Use Seal if a Corporation)
Executive Administrator

Facility: Woodland Convalescent Hospital

Date Accepted: SEP - 8 1969

Party: COUNTY OF YOLO

BY Arthur W. Arnoldy
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA.

Facility: YOLO GENERAL HOSPITAL

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A. Rodgers Deputy
(Seal)

Micro Fiched

APPROVED AS TO FORM:

DATE:

County Counsel of Yolo County

FILED
SEP 15 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-146

THIS AGREEMENT made and entered into this 8th day of September, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and WILLIAM R. FAVROT, Woodland, California, hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of Yolo is desirous of having qualified assistance in the coordination of disaster control services and operations necessary for County purposes; and

WHEREAS, CONTRACTOR has years of experience in such work and is therefore qualified to provide such assistance,

Micro Filmed

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed as follows:

(1) CONTRACTOR agrees to provide such assistance in disaster control services and operations.

(2) CONTRACTOR agrees to work in such coordination and County disaster control activities with the Chairman of the Board of Supervisors, the County Executive, and such other persons as may from time to time be necessary; however, CONTRACTOR'S services over the whole term of this agreement shall aggregate to less than a half time basis.

(3) CONTRACTOR agrees to submit a monthly statement of hours worked to the County Executive.

(4) COUNTY agrees to pay CONTRACTOR at a rate of $5.00 per hour for such services rendered under this

agreement at the request of the County Executive, to provide necessary clerical and office services and facilities, to provide automotive equipment to CONTRACTOR for his use in providing such coordination services, and to reimburse CONTRACTOR for necessary incidental expenses upon submission of a proper claim.

(5) This contract may be terminated upon thirty (30) days' notice by either party.

(6) The effective date of this agreement is September 16, 1969.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Deborah Rodgers
DEPUTY

(SEAL)

Micro Filmed

William R. Favrot
WILLIAM R. FAVROT

AGREEMENT NO. 69-147

FILED
OCT 31 1969
LAURENCE P. HENIGAN, Clerk
By Gale E. Lucas Deputy

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in triplicate, this 8th day of September, 19 69, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the County of Yolo, hereinafter for convenience referred to as "the County," witnesseth:

Micro Fiched

WHEREAS, on December 2, 1963, a Freeway Agreement was executed between the County and the State wherein the County agreed and consented to certain adjustments of the County road system required for the development of that portion of State Highway Route 5, within the limits of the County of Yolo as a freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and County roads or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, under Section 5 of the above Freeway Agreement, the County will resume control and maintenance over each of the relocated or reconstructed County roads except on those portions thereof adopted as a part of the freeway proper, and

WHEREAS, the State and the County have heretofore entered into a Freeway Maintenance Agreement dated September 4, 1956 relating to that portion of Route 5 between County Road 18 south of Yolo and County Road 97 north of Yolo, and

WHEREAS, the delegation of maintenance responsibility as indicated on the maps marked Exhibit "A" and attached to the

above said Maintenance Agreement has been altered in certain respect since the initiation of said Agreement.

NOW, THEREFORE, IT IS AGREED:

1. This Freeway Maintenance Agreement shall supersede the heretofore mentioned Freeway Maintenance Agreement dated September 4, 1956 in its entirety.

2. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of County roads and appurtenant structures and bordering areas, within the shaded area on the attached map marked Exhibit "A" and made a part hereof by this reference.

Micro Fiched

3. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the deck surface except as hereinafter provided. The County will maintain, at County expense, the deck and/or surfacing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. The County will also maintain all portions of the structure above the bridge deck, as above specified, as well as all traffic service facilities that may be required for the benefit or control of County road traffic.

4. RESPONSIBILITY

It is understood and agreed that neither the State, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Freeway Agreement

and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Agreement.

Micro Filmed

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction delegated to the County under the Freeway Agreement and further clarified by this Agreement.

5. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any preexisting obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which

the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

STATE OF CALIFORNIA
Transportation Agency
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

Micro Fiched

By _____
Deputy State Highway Engineer

Approval Recommended

_____
District Engineer

_____
Asst Maintenance Engineer

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Approval as to Form

_____
Attorney for Department

ATTEST:
LAURENCE P. KENIGAN
County Clerk

BY _____
Deputy

_____
Attorney

Approved as to Form
Dated _____

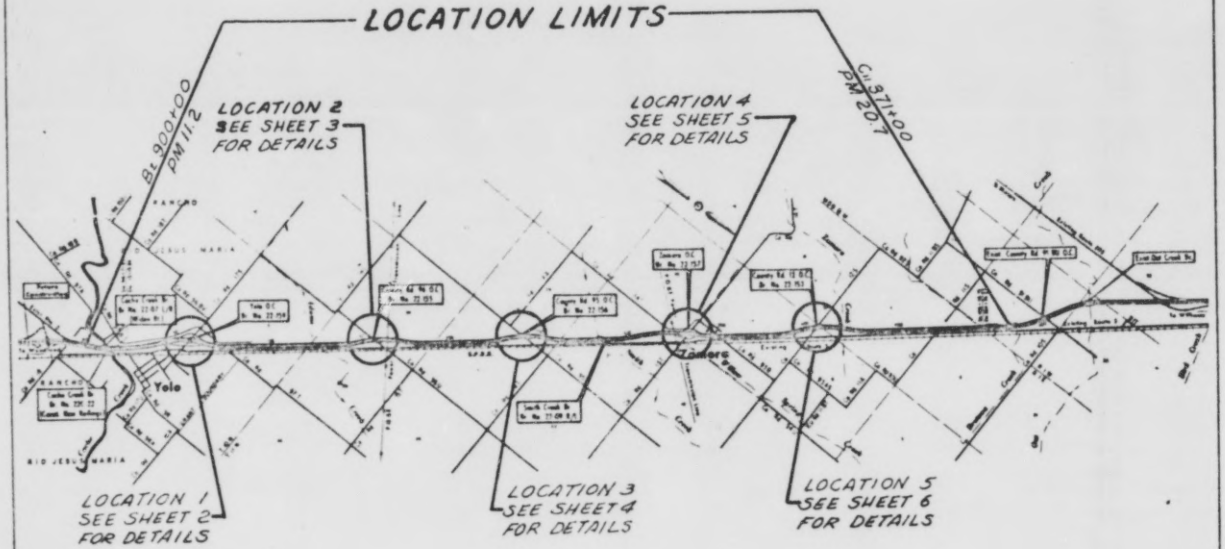
_____
County Counsel of Yolo County

STATE HIGHWAY

In Yolo County, between County Road 18 South of Yolo and about 2 Miles South of Route 505

DIST	CO	RTE	PM / PM	SHEET OF SHEETS	
03	YOL	5	11.2 /20.7	1	6

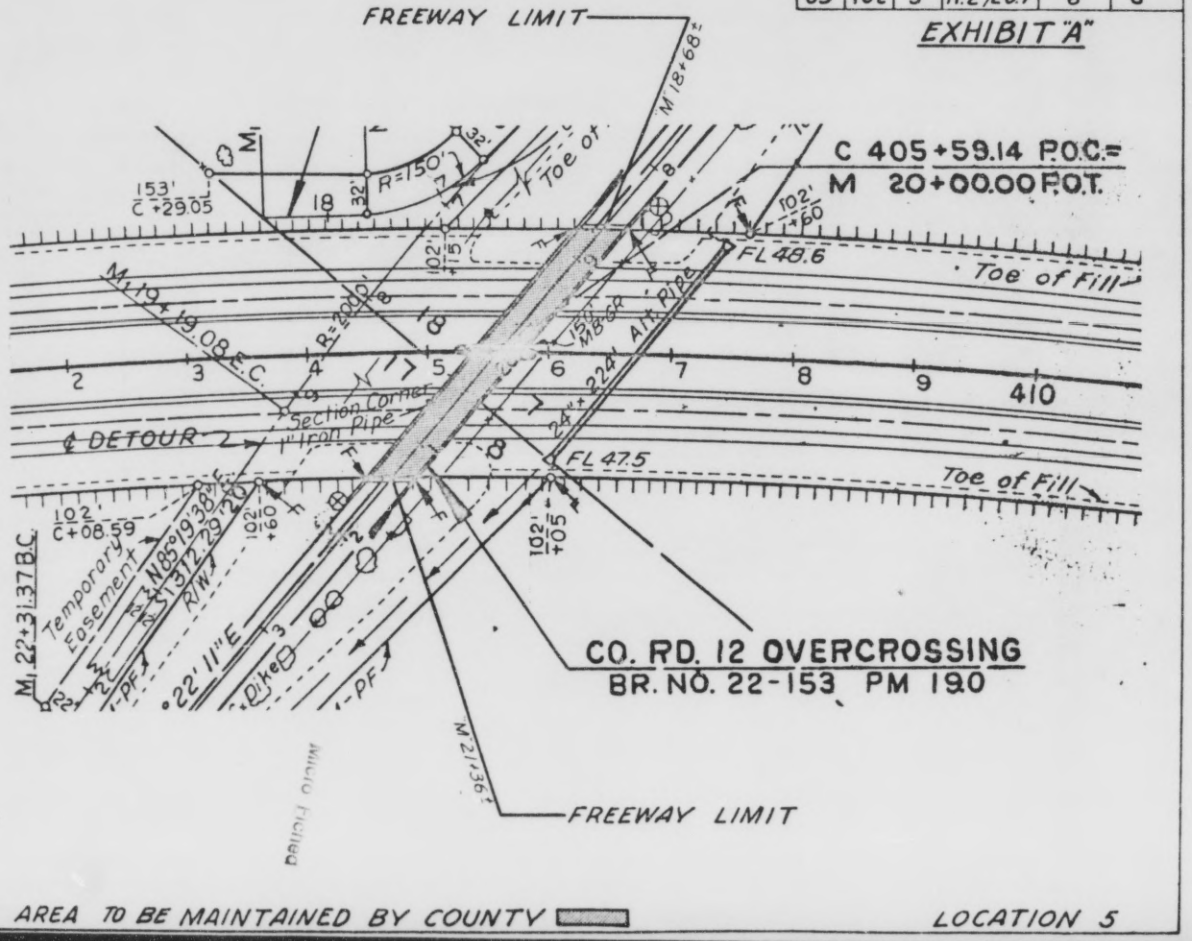
EXHIBIT "A"


LOCATION LIMITS
Bt. 900+00 PM 11.2
Cu. 371+00 PM 20.7
LOCATION 2 SEE SHEET 3 FOR DETAILS
LOCATION 4 SEE SHEET 5 FOR DETAILS
LOCATION 1 SEE SHEET 2 FOR DETAILS
LOCATION 3 SEE SHEET 4 FOR DETAILS
LOCATION 5 SEE SHEET 6 FOR DETAILS
Yolo

VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

DIST	CO.	RTE	PM / PM	SHEET OF SHEETS	
03	YOL	5	11.2/20.7	6	6

EXHIBIT "A"

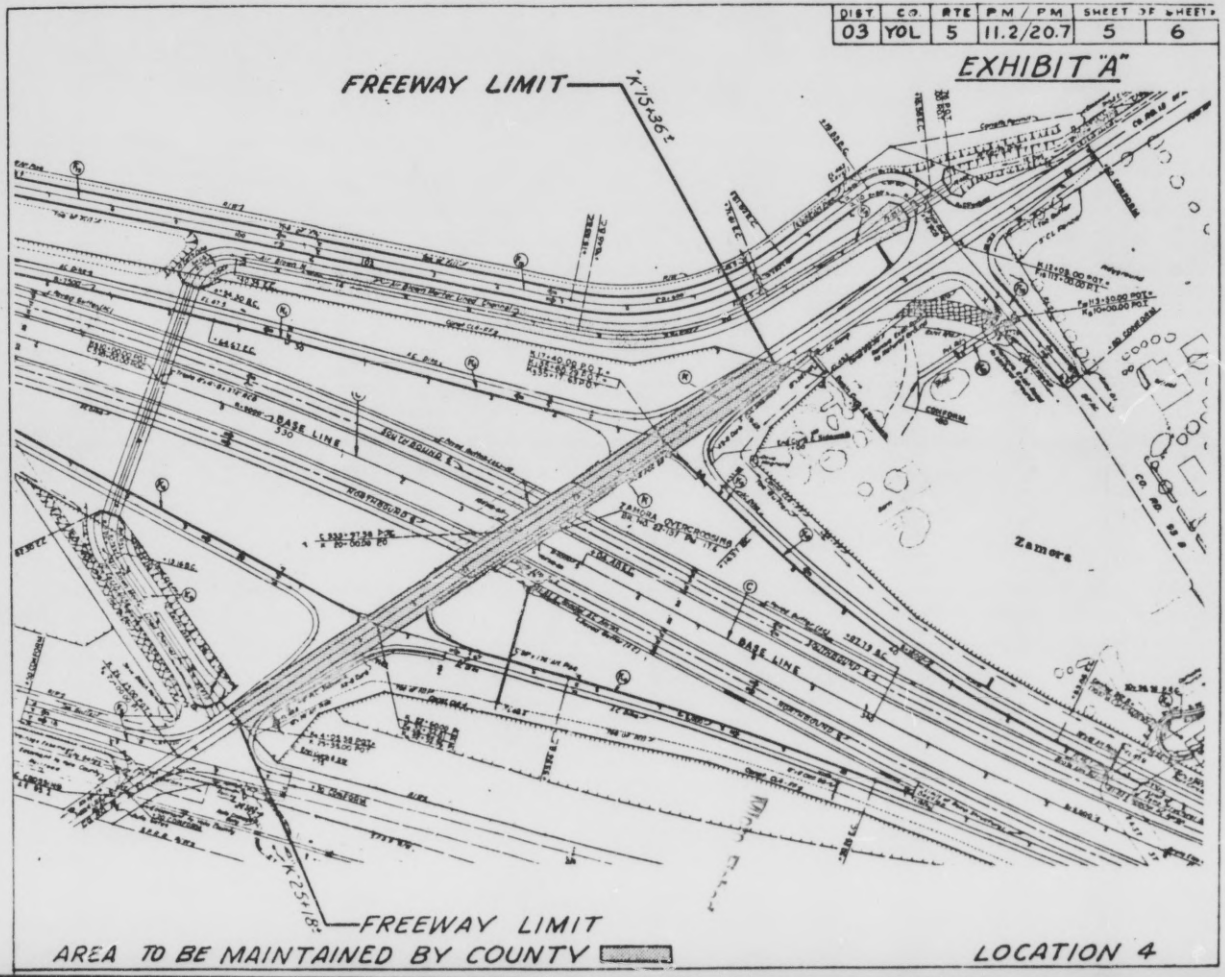


AREA TO BE MAINTAINED BY COUNTY ▭

LOCATION 5

DIST	CO.	RTE	PM / PM	SHEET OF SHEETS	
03	YOL	5	11.2/20.7	5	6

EXHIBIT "A"

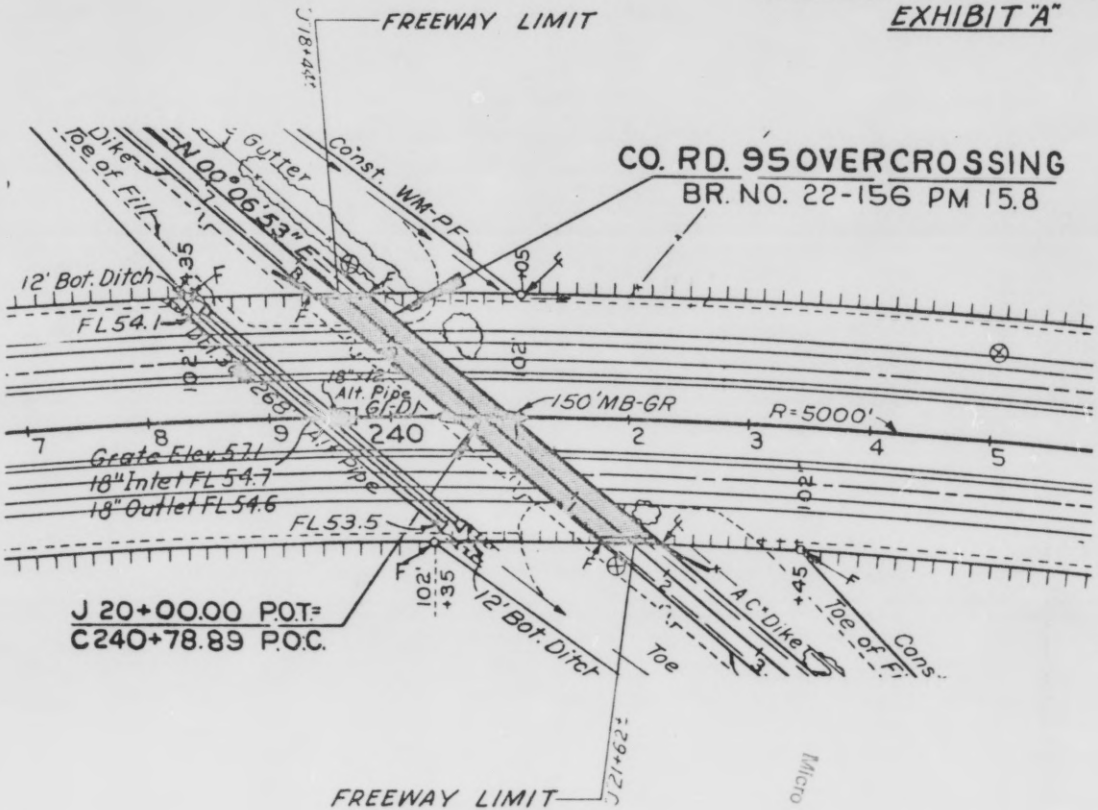


AREA TO BE MAINTAINED BY COUNTY

LOCATION 4

DIST	CO.	RTE	PM / PM	SHEET OF SHEETS	
03	YOL	5	11.2/20.7	4	6

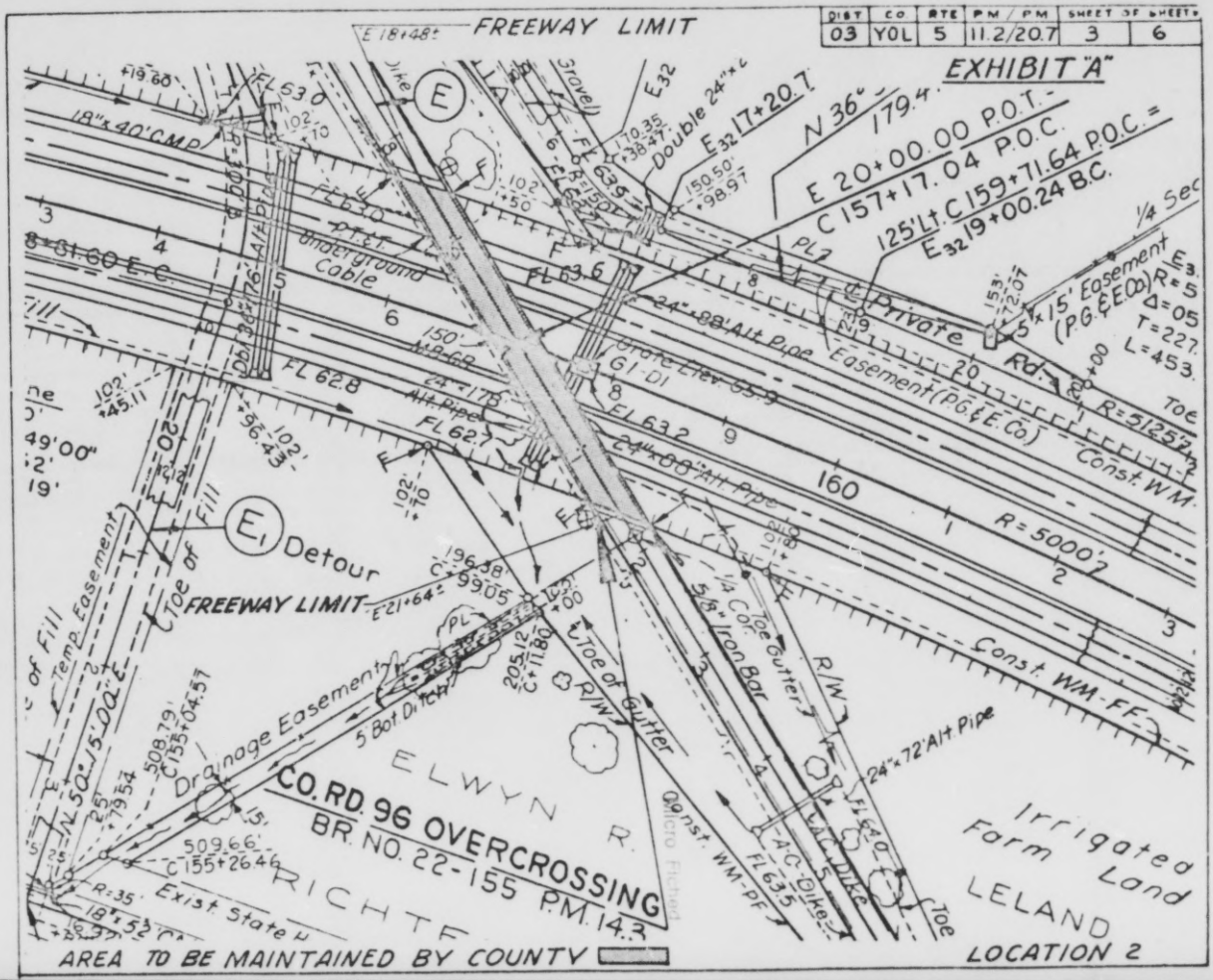
EXHIBIT "A"



AREA TO BE MAINTAINED BY COUNTY ▭

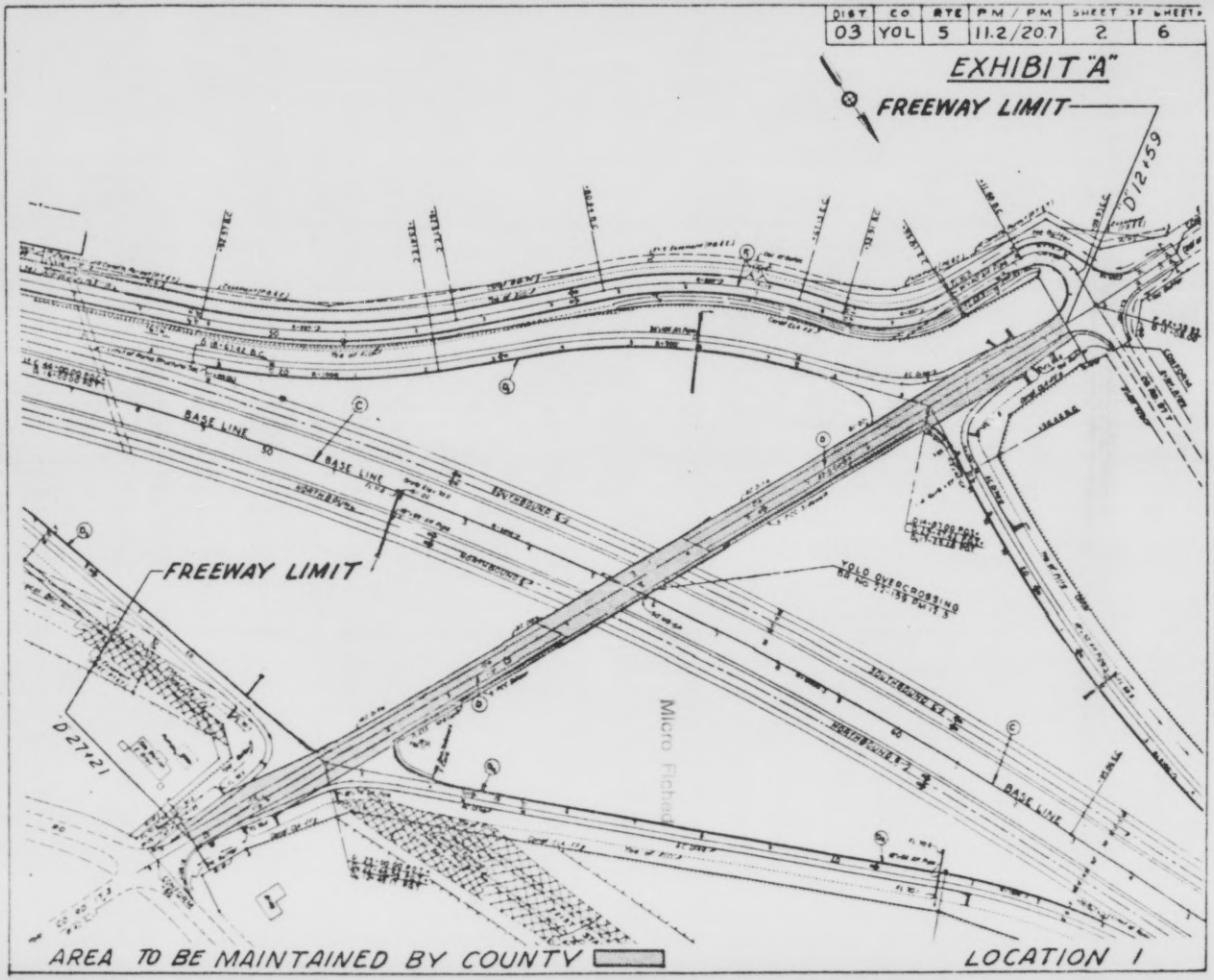
LOCATION 3

Micro Filmed


DIST | CO | RTE | PM / PM | SHEET OF SHEETS
03 | YOL | 5 | 11.2/20.7 | 3 | 6
EXHIBIT "A"
FREEWAY LIMIT
E 18+48±
N 36° E 179.4'
E 20+00.00 P.O.T.
C 157+17.04 P.O.C.
125'Lt C 159+71.64 P.O.C.
E32 19+00.24 B.C.
E32 17+20.7
Double 24"ø
E32
Gravel
6' Ditch
Flowline
18"x 40' CMP
FL 63.0
Underground Cable
FL 63.6
24"x 98' Alt Pipe Easement (P.G.&E.Co.)
Grate Elev 65.9
FL 63.2
24"x 176' Alt Pipe
FL 62.8
24"x 178' Alt Pipe
FL 62.7
24"x 80' Alt Pipe
Private Rd.
15'x 15' Easement (P.G.&E.Co.)
R=5
Δ=05
T=227.
L=453.
R=5125'
Const. WM
R=5000'
Const. WM-FF
160
E1 Detour
Toe of Fill
Temp. Easement
FREEWAY LIMIT
E21+64±
196.38'
C 99.05
Drainage Easement
5' Bot. Ditch
205.12'
C 11.80
Toe of Gutter
5/8" Iron Bar
1/4 Cor.
Toe Gutter
R/W
24"x 72" Alt Pipe
AC Dike
Const. WM-PF
FL 63.5
Toe
508.79'
C 155+04.57
Δ 50°15'02"E
509.66'
C 155+26.46
R=35'
Exist. State
CO. RD. 96 OVERCROSSING
BR. NO. 22-155 P.M. 14.3
ELWYN R. RICHTER
Irrigated Farm Land
LELAND
LOCATION 2
AREA TO BE MAINTAINED BY COUNTY

DIST	CO	RTE	PM / PM	SHEET OF SHEETS	
03	YOL	5	11.2/20.7	2	6

EXHIBIT "A"



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AGREEMENT NO. 69-148

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 12)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 8th day of September, 19 69 by and between Joseph Harling et al, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-152; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

Micro Fiche

and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On September, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fi...

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Assessor's Parcel Nos. 21-540-07 and 08.

Legal Description

The N½ of the SW¼ of Section 27, T 9 N, R 1 W, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

E. J. Peterson
Jennie L. Peterson

FILED
JAN - 8 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-149

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 24)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 8th day of September, 1969, by and between E.J. Peterson and Jennie L. Peterson, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-154; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT NO. 71-179

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Filmed

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Filmed

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On September, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

Original Copy Filed

EXHIBIT "A"

2084 DEED TERMINATING JOINT TENANCY

Rec. 747 pg 132

E. J. Peterson and Jennie L. Peterson, his wife, grant to

E. J. Peterson and Jennie L. Peterson, his wife, in equal shares as tenants in common and not as joint tenants, all that real property situate in the County of Yolo, State of California, described as follows:

All that certain piece or parcel of land lying and contained in the Rancho Cussisosi in Township 10 North, Range 1 East, M. D. B. & M. and containing 184 acres of land, more or less, said piece or parcel of land being boundad on the East by the land of A. M. Lesser; on the South by the Woodland-Madison Road; on the West by the lands of Peter Peterson; and on the North by the lands of the Yolo County Consolidated Water Company, and being more particularly described as follows:

(EXCEL)
747 132

MRS. E. J. PETERSON

BEING a part of the Rancho Cussisosi or Gordon Grant commencing at a point in the center of the County Road at the Southeast corner of the land conveyed by F. W. Fratt to Peter Reifenrath, said point being the Southwest corner of the lands formerly belonging to James Moore and on the South line of said Gordon Grant, and running thence North 1° 33' East along the West line of said Moore's land 47 chains; thence North 62° 02' East along said line 44 links; thence along said line North 1° 43' East 12.54 chains to a point 40 feet southerly from the south embankment of said Moore's Water Ditch; thence parallel with said water ditch North 54° 35' West 14.30 chains; thence North 71° 05' West 4.55 chains; thence North 43° 27' West 3.12 chains; thence North 74° 57' West 3.24 chains; thence North 49° 10' West 1.34 chains; thence North 34° 10' West 2.80 chains; thence North 45° 33' West 1.76 chains; thence North 80° 09' West 4.28 chains to the East line of the land formerly owned by Mabel F. Alameda, et al, as established by deed recorded December 2, 1947 in Book 273 of Official Records, at Page 64; thence South 00° 35' East along said established East line 72.60 chains to the center of the County Road on the South line of said Grant; thence South 79° 45' East along the South line of said Grant, 26.58 chains to the place of beginning, and containing 184.00 acres of land, more or less.

44 1 P
$2.00 PD.

Micro Fiched

Dated: _____, 1964.

E. J. Peterson

Jennie L. Peterson

STATE OF CALIFORNIA)
COUNTY OF YOLO)

On this 15th day of January in the year 1964, before me, _____, a Notary Public in and for the County of Yolo, State of California, personally appeared E. J. Peterson & _____, known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

_____
Notary Public in and for the County of Yolo, State of California
My Commission expires _____

2084

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

Micro Fiched

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

L. E. Hayes

(Endorsed) Filed Oct 16, 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-150

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 27)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 8th day of September, 1969, by and between L.E. Hayes, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-SEE AGREEMENT NO. 70-180

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-156; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

Micro Fiche

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

ARTHUR H. EDMONDS

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Filed Signed

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On September, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

PARTITION DEED

6165 BOOK 578 PAGE 1

For value received D. L. HAYES and NAOMI HAYES, his wife,

GRANT to L. E. HAYES all that certain real property situate in the County of Yolo, State of California, described as follows:

A portion of the Gordon Grant, also known as the Rancho Cuestecti, said portion being described as follows:

Beginning at a point in the center of the County Road that extends along the northerly line of said Rancho, which point of beginning is located approximately 2½ miles along said Rancho line from the northeasterly corner of said Rancho, and which point of beginning is the Northwesterly corner of property now or formerly owned by Farnham; thence from said point of beginning, North 40° 34' West, along the aforesaid County Road centerline, a distance of 2403.51 feet; thence continuing along said road centerline, North 50° 1' West, 1729.73 feet; thence South 10° 15' West, 5443.10 feet to centerline of the West Adams Canal; thence along the centerline of the West Adams Canal the following courses and distances: North 41° 24' West, 79.00 feet, North 57° 3' 37" West, 94.21 feet, North 75° 00' West, 39.00 feet, South 7° 20' 08" West, 148.33 feet and South 55° 02' 24" West, 243.40 feet; thence leaving the canal South 10° 15' West, 63.75 feet; thence South 55° 35' East, 175.34 feet; thence North 79° 49' 04" East, 100.64 feet; thence South 70° 34' 23" East, 173.51 feet; thence South 70° 35' 13" East, 173.55 feet; thence South 10° 15' West, 1310.00 feet to the centerline of Cache Creek and the boundary of lands formerly owned by Campbell; thence along the centerline of Cache Creek the following courses and distances:

South 71° 15' 20" East, 1772.41 feet; thence North 79° 45' East, 1775.52 feet; and thence South 61° 45' East, 603.24 feet;

thence leaving said creek, North 10° 22' East, along the boundary of the aforesaid Farnham lands, a distance of 7301.20 feet to the point of beginning, containing 704.43 acres, more or less.

Together with an appurtenant easement for all general road purposes over and across a 40 foot strip of land, the westerly and Southerly boundaries of which are described as follows:

(West Boundary) - Beginning at a point in the centerline of the abovementioned County Road, distant thereon North 80° 15' West, 1129.37 feet from the Northwesterly corner of the above described property, and extending thence South 10° 15' West, 5995.50 feet;

(South Boundary) - Beginning at the Southerly terminus of said West Boundary and extending thence South 71° 27' East, 119.30 feet; thence North 70° 15' East, 147.93 feet; thence North 83° 23' 55" East, 275.70 feet to a point on the most Westerly line of the above described property and South 10° 15' West, 50.50 feet from the centerline of the West Adams Canal.

Dated: May 22, 1959

D. L. Hayes

Naomi Hayes

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiche

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Mabel Foster

BL

(Endorsed) Filed 1-8-70
LAURENCE P. HENIGAN, Clerk
By KATE E. LUCAS Deputy

AGREEMENT NO. 69-151

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 28)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 8th day of September, 1969, by and between Mabel L. Foster, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

Micro Fiched

AMENDED-SEE AGREEMENT 70-21-148

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-158; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Filmed

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

Micro Fiched

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On SEPTEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The SW¼ of Section 22 and the NE¼ of the SW¼ of Section 22, T 9 N, R 2 E, M. D. B. &M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Herman Harwig, Jr.

AGREEMENT NO. 69-152

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 29)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 8th day of September, 1969, by and between Herman Hartwig, Et. al., hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED SEE AGREEMENT NO. 71-161 Z

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-149; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On September, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The NW¼ of the NE¼ of Section 17, and the S½ of the NE¼ of Section 17, and the SE¼ of Section 17, and the SE¼ of the NW¼ of Section 17, and that portion of the SW¼ of Section 17 lying in Yolo County, T 10 N, R 3 W, and the NW¼ of Section 21, T 10 N, R 3 W, M. D. B. & M.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

OCT 16 1969

LAURENCE P. HENIGAN, Clerk
By Deputy

AGREEMENT NO. 69-153

THIS AGREEMENT, made and entered into this 15th day of September, 1969 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the County, party of the first part, and the CALIFORNIA STATE CHAMBER OF COMMERCE, AGRICULTURE AND INDUSTRY, a non-profit corporation organized and existing under the laws of the State of California, hereinafter referred to as the State Chamber, party of the second part,

WITNESSETH:

THAT WHEREAS the Board of Supervisors of the County is, by the provisions of section 26100 of the Government Code of the State of California, authorized to levy a special tax to be used for advertising, exploiting, and making known the resources of the County for the purpose of inducing immigration to and increasing the trade and commerce of the said County, and for advertising, for said purposes, the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, recreational, and other resources or advantages of the County; and

WHEREAS the said State Chamber is a non-profit corporation organized for the purpose, among others, of advertising, exploiting, and making known the resources of the various counties of the State, for the purpose of inducing immigration to such counties and increasing the trade and commerce thereof, and advertising the resources of such counties; and

WHEREAS the said Board of Supervisors of the County does not have all the facilities for advertising, exploiting, and making known the resources of the County for the aforesaid purposes and the said Board of Supervisors, in its judgment, believes that the said State Chamber is competent to perform such services for the County, and has determined that a portion of its advertising funds could best be utilized and the purpose for which said funds have been set aside could best be served by engaging the services of said State Chamber to advertise and make known the resources of the County for the aforesaid purposes, and

WHEREAS the said Board of Supervisors of the said County, by ~~Resolution~~ Minute Order passed
~~adopted~~ at a meeting of the Board held on the 15th day of September, 1969, did agree to engage the services of the said State Chamber, for the aforesaid purposes, and to compensate said State Chamber for such services from the funds of the County, and did further authorize the Chairman of the said Board of Supervisors to enter into a written agreement to that effect with the said State Chamber,

NOW THEREFORE IT IS AGREED by and between the parties hereto, that during the period from July 1, 1969 to and including June 30, 1970, the said State Chamber has performed and will continue to perform the following services advertising, exploiting, and making known the various resources of the County, for the purpose of inducing immigration thereto and increasing the trade and commerce thereof, namely:

1. Has maintained and will continue to maintain an adequately staffed Economic Development and Research Department which has performed and will continue to perform the following services:

   A. Provide basic economic data on all resources of the County, natural, industrial, and agricultural, and make such data available to inquirers, prospective residents, settlers, and business firms.

   B. Provide and publish economic survey reports dealing with individual subjects, such as income, population, mineral production, manufacturing, agricultural production, retail trade, and other items showing the comparative standing of the various counties of the State in these respects.

   C. Provide information as to sources for suppliers of various California manufactured products and from time to time prepare specific lists of such suppliers and give national distribution to such reports, thus increasing the commerce of various counties, including YOLO COUNTY.

D. In cooperation with the State Chamber's Economic Development Committee, continue to encourage the preparation of Standard Industrial Survey Reports for various communities, and give state and national distribution of such reports when prepared, to individuals and business firms wishing to locate in California, so that such individuals and firms may compare the resources of various areas and counties, including YOLO COUNTY to determine the most desirable plant sites for such businesses.

E. Maintain a Library and Information Service, to answer written and oral inquiries from some several thousand persons and firms each year, thus giving extensive advertising to the resources of the various counties, including YOLO COUNTY.

2. Has maintained and will continue to maintain a Travel and Recreation Department which, through its various activities and publications, assists in the development of recreational resources of all counties, including YOLO COUNTY, and advertises existing recreational resources, as well as any special celebrations or events scheduled to be held in said YOLO COUNTY, in order to attract visitors and increase the trade and commerce of said County.

3. Has maintained and will continue to maintain a Natural Resources Department which, through the activities of its various committees, carries on programs of importance to all counties, including YOLO COUNTY, in the following areas:

A. Protection of forest resources against damage by fire and pests, with resultant protection of watersheds, and sound utilization of such forest resources for lumber production, grazing lands, and recreational areas.

B. Protection of fish and game resources, through sound management, so that such resources may be available to commercial interests and sportsmen and increase travel to the County.

C. Sound development of California's water resources, including the water resources of the County.

4. Has maintained and will continue to maintain an Agricultural Department, to furnish assistance to all counties, including YOLO COUNTY, by the development of sound marketing programs to assist in the marketing of agricultural products, and by assisting in the development of programs for control of agricultural pests, thus increasing the agricultural trade and commerce of the County.

5. Has maintained and will continue to maintain a Highway Department which, through the activities of its committees and the staff assigned to it, has aided and will aid in inducing immigration to said YOLO COUNTY and increase its trade and commerce by promoting improvement of the highways leading into and through said County, and by assisting in presenting the highway problems and needs of said County to representatives of the other counties throughout the state and to state and federal officials, in the interest of exploiting the resources of said County.

IT IS FURTHER AGREED by and between the parties hereto, that the said County, for and in consideration of the performance of the aforesaid and similar services by the said State Chamber, in advertising and exploiting the County's resources for the purpose of inducing immigration to the County and increasing its trade and commerce, does hereby agree to pay to the said State Chamber the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) during the fiscal year 1969-70.

Approved as to Form
County Counsel of Yolo County
Date

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate on the day and year first hereinabove written by their officers thereunto duly authorized.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

LAURENCE P. MENTGAN
County Clerk and Ex-officio Clerk
Board of Supervisors
BY _____ Deputy

CALIFORNIA STATE CHAMBER OF COMMERCE
AGRICULTURE AND INDUSTRY

By _____
President

_____
General Manager

FILED

SEP 25 1969

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 69-154

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September, 19 69, by and between A. Teichert and Son, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

place a seal coat at various locations within the County

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Plans and Specifications - Seal Coat Contract No. 1

(Plan Index No. ----------) (WO # *)

Approved August 18, 1969 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within forty (40) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

* - W.O. #3302 - 3305
W.O. #5127 - 5129
W.O. #5131 - 5133

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: SEP 25 1969

(County Counsel)

ATTEST:
Laurence P. Henigan, Clerk
By Deputy

COUNTY OF YOLO
By
Chairman of the Board of Supervisors

A. TEICHERT & SON, INC.
By
EDWARD A. STEELE
Contractor

AGREEMENT NO. 69-135

SETTLEMENT AGREEMENT

FILED
SEP 22 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

The parties to this agreement are:

MARKS MEAT CO., a corporation (successor by merger to WOODLAND BY-PRODUCTS COMPANY, a corporation and hereinafter called WOODLAND BY-PRODUCTS);

COUNTY OF YOLO (hereinafter called COUNTY);

CITY OF WOODLAND (hereinafter called CITY); and

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through THE RECLAMATION BOARD OF THE STATE OF CALIFORNIA (hereinafter called DRAINAGE DISTRICT).

These parties hereby enter into this agreement, and agree each with the other, as hereinafter set forth.

RECITALS:

A. WOODLAND BY-PRODUCTS is the owner of the land described in Exhibit A attached hereto. It claims that water from Cache Creek and from Cache Creek Settling Basin has been allowed to flood, and that sediment from Cache Creek and from Cache Creek Settling Basin has been deposited upon said land. It claims that DRAINAGE DISTRICT is liable for the damage to said land by reason of this flooding and the deposition of sediment. WOODLAND BY-PRODUCTS further claims that drainage waters of CITY and of COUNTY have also been allowed to flood this property, and that CITY and COUNTY are liable for that damage. It has filed an action against DRAINAGE DISTRICT, against CITY and against COUNTY in the Superior Court of the State of California, in and for the County of Yolo, being action No. 21234, seeking damages and other relief because of the matters herein recited.

B. DRAINAGE DISTRICT maintains and operates the Yolo By-Pass and the Cache Creek Settling Basin, and it claims to have flowage rights over the property described in Exhibit A by virtue of which it is not liable to WOODLAND BY-PRODUCTS for the flooding, or depositing of sediment thereon.

C. CITY and COUNTY are each responsible for the drainage of certain storm and excess waters, but they claim that they are not liable for any of the damage sustained by WOODLAND BY-PRODUCTS.

D. DRAINAGE DISTRICT acknowledges that the development of a permanent solution to area flood drainage problems is required but cannot presently be effected, and that although this agreement constitutes a settlement and permanent disposition of the claims of WOODLAND BY-PRODUCTS against the several parties, it only constitutes an interim solution as to the respective area drainage problems of CITY, COUNTY and DRAINAGE DISTRICT.

The parties hereto have now arrived at an agreement whereby the controversies and claims of the various parties are resolved in the manner hereinafter set forth.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. WOODLAND BY-PRODUCTS will:

(a) Grant to DRAINAGE DISTRICT, in the standard form of easement deed used by DRAINAGE DISTRICT, a perpetual easement for the construction, operation and maintenance of a levee in the location hereinafter specified.

(b) Grant to CITY and COUNTY a perpetual easement for the construction, operation and maintenance of a drainage ditch, and of a pumping plant, at the location hereinafter specified.

(c) The easements hereinabove specified shall be

located with respect to a line which is described as follows:

> The line shall commence at a point 80 feet west of the southeast corner of the property described in Exhibit A. It shall extend north and parallel to the east boundary of the land described in Exhibit A a distance of 100 feet. From that point it shall extend in a straight line towards the northwest corner of the property described in Exhibit A to a point 50 feet from the west property line of the land described in Exhibit A and thence north and parallel to the west property line until it reaches the north property line of the land described in Exhibit A.

The perpetual easement for the construction, operation and maintenance of a levee shall be upon and within that strip of land 80 feet in width adjoining and lying immediately to the east of the line described above. The perpetual easement for the construction, operation and maintenance of a drainage ditch shall be upon and within that strip of land 50 feet in width adjoining and lying immediately to the west of the line described above. The perpetual easement for the pumping plant shall be located in that portion of the 50 foot strip lying adjacent to and west of the line described above as it extends 100 feet from the southerly boundary of the property described in Exhibit A. WOODLAND BY-PRODUCTS shall not be required to furnish any easement outside of the property described in Exhibit A.

(d) In the event that, at a later date, DRAINAGE DISTRICT desires to enlarge the levee through the property described in Exhibit A, grant without cost to DRAINAGE DISTRICT such additional right of way as is required for such enlargement (not however

exceeding an additional 30 feet) and the right to obtain the necessary material for such enlargement. Any additional right of way, and borrow material to be used in the enlargement, shall be obtained from the area east of the original levee easement.

(e) Grant to DRAINAGE DISTRICT a perpetual easement for the flowage of the waters of, and for the deposit of sediment from, Yolo By-Pass and Cache Creek over and upon that portion of the property described in Exhibit A lying to the east of the levee easement hereinabove described.

(f) Upon completion of all of the work contemplated by this agreement, dismiss with prejudice its action No. 21234 in the Yolo County Superior Court.

(g) Agree to the abandonment of County Road 21 across so much of the property described in Exhibit A as will lie east of the terminus of said road, and allow the construction on said property of a turn-around at said terminus which shall be located west of the drainage ditch easement and as otherwise determined by COUNTY after consultation with WOODLAND BY-PRODUCTS.

(h) Agree to provide such rights as shall be required for the continued existence of the sewer lines lying within the present right of way of County Road 21.

2. DRAINAGE DISTRICT will:

(a) Relinquish any and all flowage easements, and all other rights of every character, which it has or claims to have, either in its name or in the name of the State of California, on or over that portion of the property described in Exhibit A lying to the west of the levee easement hereinabove described.

(b) Prepare plans and specifications for the levee to be constructed on the levee easement hereinabove described, including

the tie-in of such levee to existing levees, and cooperate with CITY and COUNTY in the preparation of plans and specifications for the drainage ditch to be constructed on the drainage ditch easement hereinabove described.

(c) Advertise for bids and award a contract for the construction of the levee hereinabove referred to, including the necessary road crossing at County Road 20, and County Road 103 if it is not abandoned through Cache Creek Settling Basin, as soon as construction funds become available for this purpose after July 1, 1970, providing these funds are approved in the 1970-71 budget.

(d) Use, so far as possible, in the construction of the levee the material which will be excavated in constructing the drainage ditch hereinabove referred to. Such additional material as may be required shall be taken from that portion of the property described in Exhibit A which lies to the east of the levee easement, and it shall then be taken so as to leave the property with a reasonably uniform surface without depressions or borrow holes.

(e) Agree to maintain the levee after it has been constructed.

(f) Stipulate with WOODLAND BY-PRODUCTS that its action No. 21234 in the Yolo County Superior Court need not be brought to trial within five years and, if funds are not provided in the 1970-71 budget for the construction of the levee, agree that WOODLAND BY-PRODUCTS can then bring the action to trial, or await budgeted funds in a subsequent fiscal year, whichever it elects to do.

(g) Grant to CITY and COUNTY such permits as are required by law for the acquisition of rights of way, construction, maintenance and operation of a drain to carry drainage water pumped into the Cache Creek Settling Basin pursuant to this agreement

into the Yolo By-Pass and for the transportation of such water through the Cache Creek Settling Basin and into the Yolo By-Pass.

3. CITY and COUNTY jointly, and in such manner as they shall agree between themselves, shall:

(a) Prepare plans and specifications for, and construct, in cooperation with DRAINAGE DISTRICT, the drainage ditch to be located on the drainage easement hereinabove described, and maintain and operate said ditch after it has been constructed. Said ditch shall be so constructed that drainage from that portion of the land described in Exhibit A lying west of the drainage ditch will drain by gravity into said ditch at designated locations. Said gravity drains shall have appropriate devices, provided at the expense of WOODLAND BY-PRODUCTS, to prevent back flow into its drainage ditches. The requirement that there be gravity drainage into the City-County drain from the WOODLAND BY-PRODUCTS lands lying west of that drain shall exist only so long as the grade of those lands is not lowered by WOODLAND BY-PRODUCTS or its successor.

(b) Design and construct, in the easement provided therefor, such pumping plant as shall be necessary to effectively discharge waters flowing in the drainage ditch hereinabove described into a drain which will carry it into the Yolo By-Pass.

(c) Obtain such rights as shall be necessary for the conducting of the drainage water through the Cache Creek Settling Basin and into the Yolo By-Pass, said rights to include the right to conduct by gravity flow as well as the right to pump, it being anticipated by the parties that it will be possible to conduct such drainage water by gravity flow the greater part of the time.

(d) Commence proceedings for, and attempt to abandon that portion of County Road 103 lying south of County Road 20 and within

the Cache Creek Settling Basin.

(e) Abandon that portion of County Road 21 across the property described in Exhibit A except for a turn-around which they will construct on said property at the terminus of said road.

(f) The provision for the abandonment of county roads shall be limited by the provisions of Chapter 2, Division 2 of the California Streets and Highways Code.

(g) Stipulate with WOODLAND BY-PRODUCTS that its action No. 21234 in the Yolo County Superior Court need not be brought to trial within five years and, if funds are not provided in the 1970-71 budget for the construction of the levee, agree that WOODLAND BY-PRODUCTS can then bring the action to trial, or await budgeted funds in a subsequent fiscal year, whichever it elects to do.

4. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this 15th day of July, 1969.

MARKS MEAT CO.

By W. S. Marks
President

CITY OF WOODLAND

By Charles O Dolan
Mayor

COUNTY OF YOLO

By Walter H Schaad
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAWRENCE P. HENIGAN, COUNTY CLERK

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through THE RECLAMATION BOARD OF THE STATE OF CALIFORNIA

By Walter McCormack
President

Kenneth R Hamilton
Secretary

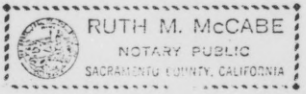
STATE OF CALIFORNIA,)
) ss.
County of Sacramento.)

On this 15th day of July, 1969, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared W. S. MARKS known to me to be the President of MARKS MEAT CO., a corporation, the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

Ruth M. McCabe

RUTH M. McCABE
Notary Public, State of California.
My Commission Expires: July 24, 1971



STATE OF CALIFORNIA,)
) ss.
County of Sacramento.)

On this 4th day of August, 1969, before me, the undersigned, a Notary Public, State of California, duly commissioned and qualified, personally appeared _____ William McCormack and Ronald R. Harrington, known to me to be the President and Secretary, respectively, of The Reclamation Board of the State of California, and acknowledged to me that they executed the foregoing instrument for and on behalf of The Reclamation Board of the State of California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Marjorie L. Smith
Notary Public, State of California.

My Commission Expires:

MARJORIE L. SMITH
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My commission expires March 4, 1973

EXHIBIT A

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The East half of Section 26, Township 10 North, Range 2 East, M.D.B.& M. EXCEPTING THEREFROM a strip of land 15 feet wide off the South boundary of the Northeast Quarter of Section 26, conveyed to the City of Woodland for sewer purposes, by Deed dated April 5, 1900, and recorded April 18, 1900 in Book 59 of Deeds, at Page 103.

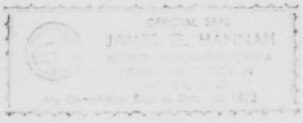
ALSO EXCEPTING 8.06 acres off the South side of the Southeast Quarter of said Section 26, conveyed by Snyder Croco, to T. T. C. Gregory, by Deed dated October 7, 1911 and recorded October 9, 1911, in Book 78 of Deeds, at Page 30, described as follows: A certain piece or parcel of land situate in the Southeast Quarter of Section 26, Township 10 North, Range 2 East, M.D.B.& M., and more particularly described as follows: BEGINNING at the intersection of the North line of the Woodland Elkhorn County Road with the Quarter Section line of the property of Snyder Croco, as described in that certain Deed from D. I. Lowe to Snyder Croco, dated April 23, 1883, and recorded in Volume 34 of Deeds, Page 362, Yolo County Records, said point being also 60 feet, more or less, measured Southerly from Railway Survey Station 755+84 of the located line of the Sacramento and Woodland Railroad; thence Easterly along said North line of said County Road 2607.5 feet, more or less, to the intersection with the Easterly line of Section 26, Township and Range hereinbefore mentioned, said point being also 77 feet, more or less, measured Southerly from Railway Survey Station 729+76.5; thence Northerly along said Section line 177 feet, more or less, to a point 100 feet North of said Railway Survey Station 729+76.5; thence Westerly parallel to and 100 feet distant Northerly from said located line of said Sacramento and Woodland Railroad 769.5 feet to a point 100 feet North of Railway Survey Station 737+46; thence Southerly and at right angles to said located line 50 feet to a point 50 feet North of said Railway Survey Station 737+46; thence Westerly 50 feet distant from and parallel to said located line of Sacramento and Woodland Railroad 1838 feet, more or less, to the Quarter Section line of said Section 26, Township and range hereinbefore mentioned; thence Southerly along said Quarter Section line 110 feet, more or less, to the point of beginning, said strip of land containing 8.06 acres, more or less. SAVE AND EXCEPT, however, that at the Westerly end of the strip hereby conveyed said strip shall be of a width only of 80 feet, for a distance of 296 feet, instead of and in place of 110 feet, as hereinabove described, the said 80 feet thereof being the Southerly 80 feet of the strip described.

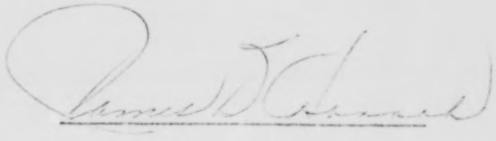
ALSO EXCEPTING THEREFROM a strip of land 60 feet wide for road purposes, the center line of which is the dividing line between the Southeast Quarter and the Northeast Quarter of said Section 26, conveyed by Stephen L. Croco to the County of Yolo by Deed dated June 18, 1928, and recorded June 18, 1928 in Book 117 of Deeds, at Page 242.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 19th day of September, 1969, before me, the undersigned, a Notary Public, State of California, personally appeared ARTHUR H. EDMONDS and LAURENCE P. HENIGAN, known to me to be the Chairman of the Board of Supervisors and County Clerk, ex officio Clerk of the Board of Supervisors, respectively, of the County of Yolo, a political subdivision, and known to me to be the persons who executed the within instrument on behalf of said political subdivision and acknowledged to me that such political subdivision executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





EXTRACT FROM MINUTES OF MEETING OF
THE RECLAMATION BOARD
August 1, 1969

- - -

EXECUTIVE SESSION

LITIGATION

Upon motion by Mr. Harrington, seconded by Mr. Souza, and carried unanimously, the Settlement Agreement with Marks Meat Co., a corporation (successor by merger to Woodland By-Products Company), County of Yolo, and City of Woodland was approved and the President and Secretary were authorized to execute the same on behalf of the Board.

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.
Office of The Reclamation Board)

I, HOWARD J. SULLIVAN, Assistant Secretary of The Reclamation Board, do hereby certify that the above is a true and correct extract from the Minutes of the meeting of said Board held on August 1, 1969.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of The Reclamation Board this 6th day of August, 1969.

(SEAL)

HOWARD J. SULLIVAN
Assistant Secretary
The Reclamation Board

SRB 016

FILED

OCT - 1 1969

LAURENCE P. HENIGAN, Clerk

By Peter E. Zuccas Deputy

AGREEMENT NO. 69-156

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September, 19 69, by and between Granite Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Resurfacing and reconstruction of roads at various locations within the County

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Plans and specifications - Omnibus Contract No. 4

(Plan Index No. ----------) (WO # *)

Approved 8/22/69 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

* - W.O.'s #4146-4149, 4160, 5134-5139, 5145, 0231, 0404

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: [illegible] A.D. 1969
(County Counsel)

COUNTY OF YOLO

By _____
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Mulligan, Clerk

By _____ Deputy

GRANITE CONSTRUCTION COMPANY

By _____
H. B. Scott, President
Contractor

13442

Leland L. Purrington

VOL. 928 PAGE 460
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 8 1969
At 2 Min. Past 8 O'clock A.M.
YOLO COUNTY, CALIFORNIA
Recorder

FILED
NOV 13 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 69-157

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 12)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 22nd day of September, 1969, by and between Leland L. Purrington, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED-SEE AGREEMENT NO. 69-162

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-168; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

BOOK 928 PAGE 460

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

BOOK 928 PAGE 401

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

BOOK 928 PAGE 462

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

BOOK 923 PAGE 463

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

BOOK 928 PAGE 464

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

BOOK 1525 PAGE 503

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51234 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On OCTOBER 15, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

James D. Hannah
NOTARY PUBLIC

My Commission Expires: 12/16/73

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this November 12, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Georgia Virginia Purrington and Leland Purrington, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 12th day of November, 1969.

FRANKLIN K. GARDNER
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

Franklin K. Gardner
NOTARY PUBLIC

My Commission Expires May 11, 1971

My Commission Expires: _____

MAR 25 1970

EXHIBIT "A"

LEGAL DESCRIPTION

The N½ of the SW¼ of Section 34, T 9 N, R 1 W, M.D.B.&M.

BOOK 928 PAGE 468

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

BOOK 1025 PAGE 109

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

BOOK 928 PAGE 470

13463

Leland L. Purrington

VOL. 928 PAGE 471
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
DEC 8 1969
At Min. Past 8 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder

FILED
NOV 18 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 69-158

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 21)

AMENDED

SEE AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 22nd day of September, 19 69, by and between Leland L. Purrington, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-170; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

BOOK 928 PAGE 471

Leland L. Purrington

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

BOOK 928 PAGE 472

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

BOOK 925 PAGE 473

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

BOOK 928 PAGE 474

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

BOOK 928 PAGE 475

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

BOOK 925 PAGE 470

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

BOOK 928 PAGE 472

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On OCTOBER 15, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

OFFICIAL SEAL
JAMES C. HANNAH
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires Dec. 16, 1972

James C. Hannah
NOTARY PUBLIC

My Commission Expires: 12/16/72

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this November 12, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Georgia Virginia Purrington and Leland L. Purrington, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 12th day of November, 1969.

FRANKLIN K. GARDNER
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

Franklin K. Gardner
NOTARY PUBLIC

My Commission Expires May 11, 1971
My Commission Expires: _____

BOOK 928 PAGE 478

EXHIBIT "A"

LEGAL DESCRIPTION

The NE¼ of Section 35, T9N, R1W, M.D.B.&M.

BOOK 928 PAGE 479

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

BOOK 923 PAGE 489

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

BOOK 923 PAGE 481

13463

William C. Payne

COPY

FILED
NOV 19 1969
LAURENCE S. HENIGAN, Clerk
By Rita E. Fuchs
Deputy

AGREEMENT NO. 69-159

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 31)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 22nd day of September, 1969, by and between William C. Payne, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-172; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AP. 31

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER _____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On OCTOBER 15, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

James P. Hannett
NOTARY PUBLIC

My Commission Expires: 12/16/72

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 11-19, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Arthur C. Payne and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 19th day of November, 1969.

Arthur C. Payne
NOTARY PUBLIC

My Commission Expires: 8-11-71

EXHIBIT "A"

Exh. A

The real property referred to is described as:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: All that certain piece, parcel or tract of land, lying and being in the County of Yolo, State of California, and being portions of the South ½ of Section 21, and of Sections 28, 29, 32 and 33, Township 6 North, Range 3 East, M. D. B. & M, also being portions of Swamp Land Surveys No. 989, 1104 and 1111, Yolo County Surveys, and being more particularly described as follows (basis of bearings and co-ordinates is California State Coordinate System for Zone II):

BEGINNING at a point on the line common to Yolo and Solano Counties, said line also being common to Townships 5 and 6, North, Range 3 East, M. D. B. & M.; said point of beginning bears North 89° 15' 07" West along the said County line, 2849.66 feet from the Westerly boundary line of levee right of way of Reclamation District No. 999, as established in Deed dated March 10, 1916, recorded May 29, 1916, in Book 90 of Deeds, at page 165, Yolo County Records; coordinates of said point of beginning being North 235,947.98, East 2,098,991.62; thence from said point of beginning, South 10° 24' 53" West, 8643.86 feet; thence South 36° 45' 02" West, 743.85 feet; thence South 10° 24' 53" West, 996.62 feet to a point on the center line of Prospect Slough (sometimes called Egbert Cut) as said Slough was determined by Reclamation Works on its Northerly and Southerly banks in May 1918; thence along the center line of the said Slough, South 44' 35' 27" West, 427.78 feet; thence continuing along said Slough center line, South 05° 47' 27" West, 313.4 feet to a point on the South line of said Section 8; thence leaving the said Slough center line, North 11° 21' 33" West, 2694.5 feet to the center of said Section 8; thence North 89° 48' 33" West, 70.00 feet; thence along the line which is parallel with and 70 feet Westerly of the center line of said Section 5 and 8, North 00° 14' 23" West, 8093.40 feet to a point on the line common to Yolo and Solano Counties; thence along the line which is parallel with and 70 feet Westerly of the center line of the hereinabove referred to Section 32, North 00° 07' 38" East, 5298.19 feet to a point on the North line of the said Section 32; thence along the said North line, South 89° 21' 55" East, 70.00 feet to the Quarter corner on the South line of the hereinabove referred to Section 29; thence along the center line of said Section 29, North 00° 21' 06" East, 2649.42 feet to the center of said Section 29; thence along the center line of said Section 29, South 89° 25' 16" East, 2613.01 feet to the Quarter corner on the West line of the hereinabove referred to Section 28; thence along the West line of said Section 28, North 00° 26' 52" East, 2651.93 feet to the Northwest corner of the said Section 28; thence along the West line of the hereinabove referred to Section 21, North 00° 35' 56" East, 2652.29 feet to the Quarter corner on the West line of the said Section 21; thence along the center line of the said Section 21, South 89° 14' 29" East, 3465.99 feet; thence leaving the said center line, South 19° 47' 18" West, 331.81 feet; thence South 11° 33' 39" West, 733.75 feet; thence South 19° 47' 18" West, 3448.79 feet; thence South 10° 24' 53" West, 9093.21 feet to the point of beginning, containing 1518.237 acres, more or less.

EXCEPT THEREFROM that portion of said land lying in Solano County.

ALSO EXCEPTING THEREFROM all oil, gas and mineral rights as reserved by Joseph Fahn, Charlotte Fahn, Ernest Fahn and Sylvia Fahn, in deed to Sacramento-Yolo Port District, a California river port district, dated April 29, 1957, recorded June 14, 1957, in Book 516 of Official Records, at page 469.

PARCEL 2: All that certain piece, parcel or tract of land lying and being in the County of Yolo, State of California and being a portion of the South ½ of Section 21, and of Sections 28 and 33, Township 6 North, Range 3 East, M. D. B. & M.; also being portions of Swamp Land Surveys Nos. 989, Yolo County Surveys, more particularly described as follows (basis of bearings and coordinates is California State co-ordinate System for Zone II):

DESCRIPTION (Continued)

Exhibit B

BEGINNING at the point on the line common to Yolo and Solano Counties, said line also being common to Townships 5 and 6, North, Range 3 East, M. D. B. & M.; said point of beginning bears North 89° 15' 07" West, along the said County line, 2566.27 feet from the Westerly boundary line of the levee right of way of Reclamation District No. 999, as established in Deed dated March 10, 1916, recorded May 29, 1916, in Book 90 of Deeds, at page 165, Yolo County Records, coordinates of said point of beginning, being North 235,944.68 East, 2,099,245.19; thence from said point of beginning, South 10° 24' 53" West, 10,036.62 feet to a point on the center line of Prospect Slough, as said Slough was determined by Reclamation Works on its Northerly and Southerly banks in May 1918; thence along the center line of the said Slough, South 75° 53' 27" West, 415.88 feet, South 66° 40' 27" West, 233.8 feet, and South 44° 35' 27" West, 12.82 feet; thence leaving the center line of said Slough, North 10° 24' 53" East, 996.62 feet; thence North 36° 45' 02" East, 743.85 feet; thence North 10° 24' 53" East, 8643.86 feet to a point on the said County line; thence continuing North 10° 24' 53" East, 9093.21 feet; thence North 19° 47' 18" East, 3448.79 feet; thence North 11° 33' 39" East, 733.75 feet; thence North 19° 47' 18" East, 331.81 feet to a point on the North line of the South ½ of Section 21, Township 6 North, Range 3 East, M. D. B. & M.; thence along the North line of the South ½ of said Section 21, South 89° 14' 29" East, 227.43 feet; thence leaving the North line of the South ½ of said Section 21, South 19° 47' 18" West, 132.18 feet; thence along a curve of 1740.73 feet radius and curving to the left an arc distance of 484.25 feet, said arc being subtended by a chord bearing South 11° 49' 08" West, 482.68 feet; thence along a curve of 1900.73 feet radius and curving to the right an arc distance of 528.77 feet, said arc being subtended by a chord bearing South 11° 49' 08" West, 527.06 feet; thence South 19° 47' 18" West, 2128.86 feet; thence along a curve of 15,850.00 feet radius and curving to the left an arc distance of 2593.06 feet said arc being subtended by a chord bearing South 15° 06' 05" West, 2590.12 feet; thence South 10° 24' 53" West, 7730.69 feet to the point of beginning; containing 145.981 acres, more or less.

EXCEPTING THEREFROM all that portion of the above described property lying easterly of the east tow of the West levee of the Toe Drain existing on the said property.

ALSO EXCEPTING THEREFROM that portion of said land lying in Solano County.

ALSO EXCEPTING THEREFROM all oil, gas and mineral rights as reserved by Joseph Fahn, Charlotte Fahn, Ernest Fahn and Sylvia Fahn, in deed to Sacramento-Yolo Port District, a California river port district, dated April 29, 1957, recorded June 14, 1957, in Book 516 of Official Records, at page 469.

NOTE: There appears to be no record means of ingress or egress to said land.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

AGREEMENT NO. 69-160

REFERENCE

PACIFIC GAS AND ELECTRIC COMPANY

ELECTRIC SERVICE CONTRACT

DEPT OF PUBLIC WORKS COUNTY OF YOLO (El Macero County Service Area)

hereinafter called Customer, hereby agrees to purchase from PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called Pacific, and Pacific hereby agrees to sell and deliver to Customer during the term hereof, all of the electric service required for the operation of Customer's electrical machinery and apparatus, and in the conduct of Customer's business upon Customer's premises at

State of California, (which service is designated as), all in accordance with the applicable rates, and rules legally established from time to time and on file with the Public Utilities Commission of the State of California.

Customer shall pay Pacific monthly for said service at any established office of Pacific upon presentation to Customer of a bill therefor, at the rates and charges applicable thereto, as set forth in Schedule No. , hereby selected by Customer, a copy of which schedule is hereunto annexed.

All electricity delivered hereunder shall be what is commonly designated as phase, 60 cycle, alternating current, and shall be metered at an electro-motive force of approximately Volts, slight variations in frequency and electro-motive force to be allowed.

Customer agrees that the rated capacity of the electrical machinery and apparatus to be operated hereunder shall at no time be less than

LIGHT K. W. HEAT K. W. POWER H. P.

Customer may, with Pacific's written consent, assign this contract if the assignee thereof will in writing agree to perform said contract.

Customer hereby grants Pacific a right of way over the shortest practicable route for any pole and wire line which it may be necessary to build over Customer's premises for the purpose of making delivery of electric service hereunder.

This contract shall continue in force for the term of years from and after , and thereafter from year to year until terminated at the end of any such year by either party hereto giving the other thirty (30) days prior written notice thereof.

Delivery of electric service hereunder by Pacific shall be at the point where wires owned, leased or under license by Customer contact Pacific's wires, but for the convenience of the parties hereto said electricity may be transformed and/or metered at such location on the Customer's side of said point of delivery as shall be agreed upon by the parties hereto.

If the service rendered under this contract is for agricultural power and if Pacific elects to install an agricultural power service pole in connection therewith as described in Pacific's specifications for "Minimum Requirements for Agricultural Power Service Pole," in which event copy of said specifications is attached and made a part hereof, Pacific hereby grants Customer permission, free of rent, to install on said pole at Customer's risk and expense those materials which Customer is required to furnish, install and maintain under "Section 2. General Requirements" of said specifications and thus to occupy said pole during the term of this contract. After Customer has completed the installation of said facilities, Pacific will thereafter maintain them above a point eight (8) feet above the ground at Customer's expense.

Delivery of electric service hereunder shall commence on

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this day of 19

PACIFIC GAS AND ELECTRIC COMPANY

By By

Manager Division

FILED
COPIES
☐ DIVISION
☐ OWNER
☐ POWER ACCOUNTS
LAURENCE E. [illegible]
Clerk
DEC 15 1960
BY

AGREEMENT NO. 69-161

REFERENCE
61725

PACIFIC GAS AND ELECTRIC COMPANY

ELECTRIC SERVICE CONTRACT

(El Macero County Service Area)

hereinafter called Customer, hereby agrees to purchase from PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called Pacific, and Pacific hereby agrees to sell and deliver to Customer during the term hereof, all of the electric service required for the operation of Customer's electrical machinery and apparatus, and in the conduct of Customer's business upon Customer's premises at

State of California, (which service is designated as

), all in accordance with the applicable rates, and rules legally established from time to time and on file with the Public Utilities Commission of the State of California. Customer shall pay Pacific monthly for said service at any established office of Pacific upon presentation to Customer of a bill therefor, at the rates and charges applicable thereto, as set forth in Schedule No. , hereby selected by Customer, a copy of which schedule is hereunto annexed.

All electricity delivered hereunder shall be what is commonly designated as 2 phase, 60 cycle, alternating current, and shall be metered at an electro-motive force of approximately 240 Volts, slight variations in frequency and electro-motive force to be allowed.

Customer agrees that the rated capacity of the electrical machinery and apparatus to be operated hereunder shall at no time be less than

LIGHT K. W. HEAT K. W. POWER 10 H. P.

Customer may, with Pacific's written consent, assign this contract if the assignee thereof will in writing agree to perform said contract.

Customer hereby grants Pacific a right of way over the shortest practicable route for any pole and wire line which it may be necessary to build over Customer's premises for the purpose of making delivery of electric service hereunder.

This contract shall continue in force for the term of (1) years from and after , and thereafter from year to year until terminated at the end of any such year by either party hereto giving the other thirty (30) days prior written notice thereof.

Delivery of electric service hereunder by Pacific shall be at the point where wires owned, leased or under license by Customer contact Pacific's wires, but for the convenience of the parties hereto said electricity may be transformed and/or metered at such location on the Customer's side of said point of delivery as shall be agreed upon by the parties hereto.

If the service rendered under this contract is for agricultural power and if Pacific elects to install an agricultural power service pole in connection therewith as described in Pacific's specifications for "Minimum Requirements for Agricultural Power Service Pole," in which event copy of said specifications is attached and made a part hereof, Pacific hereby grants Customer permission, free of rent, to install on said pole at Customer's risk and expense those materials which Customer is required to furnish, install and maintain under "Section 2. General Requirements" of said specifications and thus to occupy said pole during the term of this contract. After Customer has completed the installation of said facilities, Pacific will thereafter maintain them above a point eight (8) feet above the ground at Customer's expense.

Delivery of electric service hereunder shall commence on

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this day of , 19

PACIFIC GAS AND ELECTRIC COMPANY

By

By

Manager Division

Mailing Address

The undersigned hereby certifies that the foregoing is a true copy of the original on file at Bank of America Woodland, California.

W. O. Boeze, Vice Pres & Mgr
Bank of America NT&SA
Woodland, California

AGREEMENT NO. 69-162

LEASE AGREEMENT

THIS AGREEMENT (hereinafter called "the Lease") entered into this 1st day of OCTOBER, 19 69, by and between GENERAL COPY SYSTEMS, INC. hereinafter called "Lessor" and YOLO COUNTY County of YOLO, State of California, hereinafter called "Lessee".

Witnesseth:

Lessor hereby leases to Lessee and Lessee hereby hires of and from Lessor, for a period of 60 months from and including the 1st day of OCTOBER, 19 69, to and including the 30th day of JUNE, 19 74, (hereinafter called the "full term") the following described property (hereinafter called "the Property"):

NEW OR USED	MAKE TRADE NAME	DESCRIPTION OF EQUIPMENT	SERIAL NUMBER	MOTOR NUMBER
NEW	OLIVETTI	COIN-OPERATED COPY MACHINE	N-79492	

COPY

FILED
NOV - 4 1970
LAURENCE P. HENIGAN, Clerk
By ... Deputy

COPY

XEROX COPY

Lessee shall pay Lessor as rental charges, an amount computed as follows:

1. Cash price of the Property	$	1,895.00
2. Sales or Use Tax	$	94.75
3. Total (1 plus 2)	$	1,989.75
4. Rental paid herewith	$	- 0 -
5. Net rental (3 minus 4)	$	1,989.75
6. Interest charges on net rental	$	291.42
7. Total unpaid rental charges (5 plus 6)	$	2,281.17

COPY

Lessee agrees to pay the amount of total unpaid rental charges in instalments as follows:

PRINCIPAL	INTEREST	TOTAL	DUE DATE
397.95	72.55	470.50	June 30, 1970
397.95	87.55	485.50	June 30, 1971
397.95	65.66	463.61	June 30, 1972
397.95	43.77	441.72	June 30, 1973
397.95	21.89	419.84	June 30, 1974

COPY

a. If Lessee does not pay any amount due or to become due under the Lease or defaults in the performance of any of the terms and conditions hereof, all Lessee's rights hereunder are terminated and Lessor shall become entitled to possession of the Property and to retain all rentals. Any past due payment of rent shall bear interest at the rate of seven percent (7%) per annum.

b. Lessee agrees to use the Property only for the purposes for which it is designed. Lessee agrees to be responsible for, and pay all charges for, upkeep or storage of the Property and make, at its own expense, all repairs and supply and pay for all parts and accessories needed to maintain and operate the Property in proper condition and good running order. Upon termination of the Lease for any reason prior to expiration of its full term Lessee shall redeliver the Property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted; but any damage or depreciation caused by accident, negligence, fire, the elements or other casualty, or by failure or neglect to make repairs as needed, is not excepted.

c. Lessee agrees to be liable for, and to pay and satisfy, every claim and liability arising against the property during the term of the Lease and assumes hereunder all taxes, charges, and penalties of the laws of California or any other jurisdiction in which the Property is, or may be operated, during the term of the Lease. Lessee agrees to defend, at Lessee's own expense, all actions brought against either or both of the parties hereto for damages to persons or property caused by the Property, or by Lessee's operation thereof, and to hold Lessor free and harmless of and from all claims and demands for damages to any person or property which may arise or be occasioned by or through the use of the Property during the term of the Lease. Upon request, Lessee shall obtain and keep in force insurance protecting Lessor against those claims and demands and against loss of or damage to the Property by fire or other hazard, in form, amount, and companies satisfactory to Lessor.

d. Lessor covenants that it is the sole owner of the Property and that no other person, party, firm or corporation has any right, title, or interest in or to the Property and that during the term of the Lease Lessor will not sell or encumber the Property, or any interest therein, except subject to Lessee's rights hereunder.

e. Upon written notice to Lessor, given not later than ninety (90) days prior to the end of any fiscal year of Lessee, Lessee may terminate the Lease as of the end of that fiscal year. Upon termination before the full term of the Lease, Lessee shall redeliver the Property to Lessor in the condition described in paragraph (b) hereof. If Lessee terminates the Lease under this paragraph (e) Lessor may retain all amounts previously paid by Lessee and may collect and retain any amounts due and unpaid on the date of such termination.

f. If Lessee complies with all Lessee's covenants under the Lease and the Lease has not been terminated for any reason before the full term thereof, then all the right, title, and interest of Lessor in and to the Property shall vest in, and the Property shall thereafter be owned by, Lessee. Lessor covenants that it will, upon demand thereafter, execute to Lessee a bill of sale of all Lessor's right, title, and interest in and to the Property as evidence of that transfer of title.

g. THIS AGREEMENT shall, in every respect, be binding on the parties hereto, and their respective successors and assigns.

h. Lessee acknowledges receipt of an exact copy of the Lease. IN WITNESS WHEREOF, the parties hereto have signed the Lease the day and year first above written.

COPY

Lessor

By _____

Approved for Lessee

By _____

Title

COUNTY OF YOLO

Lessor

By _____
Chairman, Board of Supervisors,
County of Yolo, State of California

ATTEST:
LAURENCE P. [illegible], COUNTY CLERK

By _____ Deputy

ASSIGNMENT

For value received, the undersigned does hereby sell, assign, and transfer to the Bank of America, National Trust and Savings Association, hereinafter called "Bank", his, its or their right, title, and interest in and to the Lease, the Property therein described and all moneys to become due thereunder. In consideration of the purchase of the Lease, the undersigned agrees, if Lessee defaults in making any payment due under the Lease, at the time and in the manner therein specified, or if Lessee terminates before the full term or fails to make payments for the full term of the Lease, to pay on demand to Bank the rentals due and to become due under the Lease. By its acceptance of those sums from the undersigned, Bank agrees to reassign the Lease and any rights to the Property derived by virtue hereof or by virtue of the Lease. The undersigned hereby consents that Bank, or its successors or assigns, may without notice extend the time for payment under the Lease, waive the performance of such terms and conditions thereof as it, or they, may determine, and make any reasonable settlement thereunder, without affecting or limiting the undersigned's liability hereunder. The undersigned waives any rights set forth in Sections 2845, 2849 and 2850 of the Civil Code of California. The undersigned represents that the sales or use tax set forth in the Lease has been or will be paid by the undersigned to the appropriate authorities.

DATED at _____, _____, 19__

Lessee sign here

EFL-511 10-68 (REV.)

POLE LINE DISTRIBUTION R/W
62-6510 REV. 3-68

AFTER RECORDING
RETURN TO:

FOR RECORDER'S USE ONLY

AGREEMENT NO. 69-163

THE COUNTY OF YOLO, a political subdivision of the State of California

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, its successors and assigns, the right to erect, replace, remove, maintain, and use a line of poles with all necessary and proper cross-arms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and to suspend therefrom, maintain and use such wires as second party shall from time to time deem necessary for the transmission and distribution of electric energy, together with a right of way along said line of poles and the right of ingress thereto and egress therefrom, over and

across those certain lands situate in the _____ County of

Yolo, State of California, which are described as follows:

The south half of the southwest quarter of Section 34, Township 9 North, Range 1 East, M.D.B.&M.

The route of said line of poles is described as follows:

1. Beginning at a point in the easterly boundary of said lands; from which the Southeast corner of said lands, bears South 00° 06' West 1.0 feet distant and running thence South 89° 57' West 2.0 feet; thence North 00° 06' East 1100.0 feet; thence North 89° 59' West 1000.0 feet to a point hereinafter called Point "A"; thence continuing North 89° 59' West 156.0 feet to a point in said lands.

2. Beginning at Point "A" and running thence South 00° 01' West 201.7 feet; thence South 87° 30½' West 374.8 feet to a point in said lands.

GRANTOR'S COPY AND MAP
DO NOT RETURN TO P.G.&E.
RETAIN FOR YOUR RECORDS

First party also grants to second party the right to install, replace, maintain and use for supporting second party's pole line, an anchor and guy wires and cables of such types and materials as second party shall from time to time determine within the strip of land described as follows:

A strip of land of the uniform width of 10 feet lying contiguous to and westerly of the easterly boundary of the Northwest quarter of Section 3, Township 8 North, Range 1 East, M.D.B.&M. and extending southerly 25 feet from the northerly boundary of said Section 3.

GRANTOR'S COPY AND MAP
DO NOT RETURN TO P.G.&E.
RETAIN FOR YOUR RECORDS.

State of California,)
County of YOLO)ss.

On this 15th. day of OCTOBER, in the year 1969, before me, JAMES G. HANNAH, a Notary Public in and for the said County of YOLO, duly commissioned and sworn, personally appeared ARTHUR H. EDMONDS, known to me to be the CHAIRMAN OF THE BOARD OF SUPERVISORS of the public body, corporate and politic, described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the public body, corporate and politic, therein named, and acknowledged to me that such public body, corporate and politic, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of YOLO the day and year in this certificate first above written.

James G. Hannah

Notary Public in and for the County of Yolo, State of California.

My commission expires _____.

Second party shall also have the right to trim _____ and clear away or otherwise control any trees or brush along said poles and wires whenever considered necessary for the complete enjoyment of the rights hereby granted.

IN WITNESS WHEREOF first party has executed these presents this _____ day of _____, 19____.

Approved as to Form
Date _____
County Counsel of Yolo County

Executed in the presence of:

THE COUNTY OF YOLO

_____
Witness

By _____
Chairman, Board of Supervisors

ATTEST: LAURENCE P. HENIGAN, County Clerk
By _____ Deputy

Sacto. WO 3-1028-C
Maps SA-1207, Sh. 2 & 3, L-15
Sec. 34, T9N, R1E, M.D.B.&M.
S½ of the SW¼
Sec. 3, T8N, R1E, M.D.B.&M.
NE¼ of the NW¼

Prepared CMS
Checked RH

GRANTOR'S COPY AND MAP
DO NOT RETURN TO P.G.&E.
RETAIN FOR YOUR RECORDS

FOR NOTARY'S USE ONLY

FILED
OCT 14 1969
LAURENCE P. HENIGAN, Clerk
By PETE R. LUCAS
Deputy

AGREEMENT NO. 69-164

LEASE

THIS LEASE made and entered into this 6th day of October, 1969, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and the ESPARTO CHAPTER OF THE FUTURE FARMERS OF AMERICA, hereinafter referred to as TENANT,

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth that certain parcel of real property situated in the County of Yolo and more particularly described in Exhibit "A" attached hereto and incorporated by reference as if set forth in full.

2. TERM.

a. Duration. The term of this lease shall be one year.

b. Commencement. The term shall commence on October 1, 1969.

3. RENT. The rent payable under this lease shall consist of the sum of ONE DOLLAR ($1.00) and in addition TENANT shall control the weeds about the labor camp by proper discing and spraying.

4. DISCLAIMER OF WARRANTY. LANDLORD makes no warranty of the soil's suitability for growing the crops TENANT is authorized to grow under this lease.

5. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD'S agents and assigns, at all reasonable times, to enter the leased premises, and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

6. RECORDS. TENANT shall make and keep pertinent records of all

operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD'S agents and assigns at all reasonable times for inspection.

7. WATER. Water necessary for the irrigation of crops authorized to be grown by this lease on the premises shall be available to TENANT during the term of the lease from wells, pumps and irrigation system presently existing on the premises. LANDLORD shall keep said pump, well and irrigation system in repair during the term of this lease, provided however, that TENANT shall be liable to LANDLORD for any injury or damage to the well, pump and irrigation system resulting from the negligence of the TENANT, his employees, agents or assigns. All power charges, including electrical energy, and standby charges for the operation of the pumps, shall be at TENANT'S expense.

Water from the source mentioned above shall be used only on the premises and in the performance of TENANT'S obligation under the lease. TENANT shall not export this water to other lands before previously obtaining LANDLORD'S written consent. LANDLORD assumes no responsibility to TENANT for any water shortage from the facility mentioned above and assumes no responsibility for, and does not warrant, the quality or quantity of the water supplied to the premises.

8. USE. The premises are to be leased to TENANT for the planting, growing and harvesting feed crops.

9. WASTE. TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

10. EXCULPATORY CLAUSE. TENANT agrees to keep LANDLORD free from all liability and claim for damages arising from any injury from any cause to any person, including TENANT, or to property of any kind belonging to anyone including TENANT while in, upon or in

any way connected with the leased premises, during the term or any extension of this lease or any occupancy under this lease.

11. SUBLEASE. TENANT shall not sublease any portion of said property without the consent of LANDLORD.

12. RETAKING. LANDLORD shall have the right to come in and take such portion of the leased premises as may be required by it for buildings and improvements provided, however, TENANT shall be compensated for any loss suffered thereby in an amount as determined by the Agricultural Commissioner of LANDLORD and two disinterested farmers jointly appointed by LANDLORD and TENANT.

13. ENTRANCE WAYS. TENANT may, subject to the approval of the County Engineer, make such entrance ways to said real property as TENANT may deem necessary and convenient to its farming operation.

14. ADVANCES BY LANDLORD. In the event of TENANT'S breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

15. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

COUNTY OF YOLO, a political subdivision

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS
LANDLORD

OCT 14 1968

ESPARTO CHAPTER OF FUTURE FARMERS OF AMERICA

BY Richard Ruhs
TENANT

FILED
NOV 18 1969
LAURENCE P. HENIGAN, Clerk
Deputy

AGREEMENT NO. 69-165

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT
BETWEEN
HOSPITALS AND EXTENDED CARE FACILITIES)

The St. John's Retirement Village /DBA/ Stollwood Convalescent Hospital hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled, "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES," dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Date: _____

Party: St. John's Retirement Village
/DBA/ STOLLWOOD CONVALESCENT HOSPITAL

BY _____
(Use Seal if a Corporation)
Administrator

Facility: _____

Date Accepted: OCT 20 1969

Party: COUNTY OF YOLO

BY _____
Vice - CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Facility: YOLO GENERAL HOSPITAL

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK

BY _____, Deputy
(Seal)

APPROVED AS TO FORM:

DATE: NOV 13 1969

_____
County Counsel of Yolo County

Martha W. Button

FILED
JAN - 8 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-166

LAND CONSERVATION AGREEMENT

PRESERVE NO. 11

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of October, 1969, by and between Martha W. Button, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-183; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE PAGE AGREEMENT No. 71-164

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Original Filed Copy Signed

Dated this ____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Property owner: Martha W. Button

Assessor's Parcel No. 21-650-15

Legal Description

Lots C and D of the Subdivision of Jury Ranch, as recorded in the office of the Yolo County Recorder in Map Book 3 at Page 18.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Paul Stephens

(Endorsed) Filed 1-15-70
DETE E. LUCAS
By ..... Deputy

AGREEMENT NO. 69-167

LAND CONSERVATION AGREEMENT

PRESERVE NO. 1

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of October, 1969, by and between Paul Stephens, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-187; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT DA 2/-142

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Property Owner: Paul Stephens

Assessor's Parcel No. 21-650-07

Legal Description

East ½ of a part of the Rancho Canada de Capay, bounded on the north by Cache Creek, on the east by the Howard Willis, Sr. Ranch as recorded in Maps and Surveys Book 8 at Page 66, on the south by the Southern Pacific Railroad right-of-way and on the west by the Bonynge Tract as recorded in Map Book 1 at Page 8 in the Office of the Recorder of the County of Yolo.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Robert B. Moeller
Ernest Moeller

(Endorsed) Filed 11-14-69
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS Deputy

AGREEMENT NO. 69-168

LAND CONSERVATION AGREEMENT

PRESERVE NO. 22

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of October, 1969, by and between Robert B. Moeller & Ernest Moeller, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

Micro Filmed

AMENDED-SEE AGREEMENT NO. 71-166

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-189; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Filmed

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) [illegible] and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER

Original filed
copy signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed
Copy Signed

Micro Filmed

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Original Filed

Dated this _____ day of _____, 19___.

Copy Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

PARCEL 1: The South one-half (S½) of Section Seventeen (17) Township Nine (9) North, Range Two (2) East, M.D. B. & M.

EXCEPTING THEREFROM the following described parcels of land.

(a) Beginning at the northeast corner of the Southeast quarter of Section 17, Township 9 North, Range 2 East, M. D. B. & M., running thence west along the north line of said southeast quarter, 792.9 feet to the northeast corner of the property conveyed to Stanley Good, Jr., by deed dated December 22, 1938, and recorded in Book 139 of Official Records, at page 324; thence south 0° 30' West along the east line of said Good property, 601.83 feet to the north line of the south half of the northeast quarter of the southeast quarter of said section; thence east along the north line of the south half of the northeast quarter of the southeast quarter, 792.9 feet to the east line of southeast quarter of Section 17; thence north along the east line of said quarter section 17, to the point of beginning.

(b) Commencing at the southeast corner of Section 17, Township 9 North, Range 2 East, M. D. B. & M., which point is in the center of the State Highway; thence north along the east line of the southeast quarter of section 17, along the center line of said State Highway 520 feet to a point; thence west, parallel to the south line of Section 17, 502.61 feet to a point; thence south, parallel to the east line of section 17, 520 feet to a point on the south line of Section 17; thence east, along the south line of Section 17, 502.61 feet to the point of commencement, and containing 6 acres, more or less.

(c) The oil, gas, asphaltum and other hydrocarbons and minerals described in that certain deed from Lena C. Moeller, a single woman, to Ernest B. Moeller and Robert B. Moeller, as tenants in common, dated April 6, 1961 and recorded in the office of the County Recorder of Yolo County, California, on April 7, 1961 in Volume 632, Official Records, Page 309.

(d) That real property described in that certain deed from Lena C. Moeller, a widow, to Ernest Booker Moeller as to an undivided one-half interest, and Robert Booker Moeller as to an undivided one-half interest, dated May 1, 1964 and recorded in the office of the County Recorder of Yolo County, California, on May 4, 1964 in Volume 796, Official Recorders, Page 483.

(e) That real property described in that certain deed from Lena C. Moeller, a widow, to the State of California, dated March 10, 1964 and recorded in the office of the County Recorder of Yolo County, California, on May 26, 1964 in Volume 759, Official Records, Page 450.

PARCEL 2: A right of way and easement for road purposes over and across the North 16 feet of the east 792.9 feet of the southeast quarter of Section 17, Township 9 North, Range 2 East, M. D. B. & M.

Micro Filmed

The foregoing instrument is a correct copy of the original on file in this office.
Attest: MAY 26 1970
ANN M. REED, County Clerk
By [illegible] Deputy

12949

RSJ/mm 271

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Filmed

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro FicFed

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Elizabeth Hamel Dunn

FILED
NOV 14 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-169

LAND CONSERVATION AGREEMENT

PRESERVE NO. 32

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of October, 1969, by and between Elizabeth Hamel Dunn, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED SEE-AGREEMENT

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-191; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural and related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

10-21-146

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Filmed

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original signed & filed

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original signed & filed

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Legal description: The SE¼ of Section 29 and the W½ of Section 29, and the E½ of Section 30, T 9 N, R 3 E, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Alberta Lawson

FILED
DEC - 9 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-170

LAND CONSERVATION AGREEMENT

PRESERVE NO. 3

THIS LAND CONSERVATION AGREEMENT, made and entered into this 20th day of October, 1969, by and between Alberta Lawson, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-198; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve the maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT No. 69-167

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

and hearing thereon is conducted in the manner provided by Section 51234 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
Copy Signed

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

Original Filed Copy Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Copy Filed & Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHBIT A"

Legal description: The E½ of Section 10 and all of Section 15 T9N, R2E, M.D.B.&M.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Fred E. & June Vannuccii

FILED
DEC 23 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-171

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 2)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Fred E. & June Vannucci, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED SEE AGREEMENT

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-199; and

A71-168

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

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(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69 before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original copy filed & signed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Copy Signed & Filed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

D E E D
In Joint Tenancy

Parcel Nos. 21-291-02 and 08

THIS INDENTURE made this 13th.day of May, 1948, by AMERICAN TRUST COMPANY, Trustee under the Will of Rebecca Gillig, Deceased, as first party, and FRED D. VANNUCCI and JUNE VANNUCCI, his wife, as second parties,

W I T N E S S E T H:

The first party, for and in consideration of the sum of Ten Dollars($10.00) lawful money of the United States of America, to it in hand paid by the second parties, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell, convey and confirm unto the second parties in joint tenancy, all of its right,title and interest in and to that certain real property situate, lying and being in the County of Yolo, State of California, more particularly described as follows, to-wit:

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FIRST: Beginning at a point in the center of the State Highway which is S. 0° 34' W. 1932.12 feet from a stone marking the intersection of the base line of Arnold and Gillig's Subdivision of a part of the Rancho Canada de Capay; and the west line of Block "D" of said Subdivision; thence from said point of beginning S. 86° 33' W. 5.0 feet; thence along old fences and boundary lines S. 0° 31' W. 2932.94 feet; thence S. 0° 06' E. 577.83 feet; thence S.74° 30' E. 5456.61 feet; thence N. 0°34' E. 1562.25 feet; thence N. 89° 00' W. 1692.0 feet; thence N. 0° 22' E. 1465.0 feet; thence N. 0° 34' W. 1106.2 feet to an iron pipe; thence W. 0° 05' W. 1250.50 feet to the center of the State Highway; thence along said highway S.72° 49' W. 968.95 feet and S. 86° 33' W. 2627.2 feet to the place of beginning, and containing 392.1 acres of land.

SECOND: Beginning at a point on the west line of Block "B" of Arnold and Gillig Subdivision of a part of the Rancho Canada de Capay distant thereon S. 0° 34' W. 1932.12 feet, S.86° 33' W. 5.0 feet, S. 0° 31' W. 2932.94 feet and S. 0° 6' E. 577.83 feet, from a stone marking the intersection of the base line of said Arnold and Gillig Subdivision and the west line of said Block "D"; thence from said point of beginning S. 74° 30' E. 5456.61 feet; thence S.1° 10' W. 61.6 feet; thence N. 76° 05½' W. 5417.57' ;thence N. 0° 34' E. 217.35 feet to the place of beginning containing 16.3 acres.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and

the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the second parties as joint tenants with right of survivorship.

IN WITNESS WHEREOF the first party has executed this instrument the day and year first hereinabove written.

AMERICAN TRUST COMPANY as Trustee under the Will of Rebecca Gillig, Deceased,

By _____ TRUST OFFICER
Vice-President.

By _____
Assistant Secretary

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Micro Fiched

State of California
City and County of San Francisco } ss.

On this 14th day of May, in the year of our Lord One Thousand Nine Hundred and Forty-eight before me, CHALMER MUNDAY, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared R. O. Boyer and C. W. Calhoun known to me to be the Trust Officer and Assistant Secretary, respectively, of the American Trust Company, Trustee under the Will of Rebecca Gillig, deceased, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said Corporation therein named, and they acknowledged to me that such Corporation executed the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County and State aforesaid the day and year in this certificate above written.

Chalmer Munday

Notary Public in and for said City and County of San Francisco, State of California

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Richard H. Bill

FILED
NOV 13 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-172

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 2)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Richard H. Bill hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED

SEE AGREEMENT

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-199; and

NOV 1-169

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

ARTHUR H. EDMONDS

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

BARBARA A. RODGERS

By_____
DEPUTY

OWNER

Owner's Copy Filed - Signed

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER 19 69 before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

3329

BOOK 367 PAGE 231

Mlg. : Rt. 1, Box 22A1, Esparto

AGREEMENT OF SALE OF PROPERTY

Parcel No. 21-700-23

Farm Contract No. 3331

THIS INDENTURE AND AGREEMENT, Made and entered into this 7th day of May 1952, by and between the DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, hereinafter called the Department, and - - - - - RICHARD H. BILL - - - - -, hereinafter called the Purchaser. WITNESSETH: That the Department does hereby agree to sell to said Purchaser and said Purchaser does hereby agree to purchase from the Department at the price and upon the terms and conditions as set forth in the unrecorded purchase contract of even date herewith entered into between the parties hereto and on file in the office of the Department. This Agreement covers that certain described real property lying and being in the - - - - - - - - - County of Yolo, State of California, particularly described as follows:

PARCEL 1: The Westerly 19.02 acres of Lot 6 of "Geo. Hoppin Subdivision of Lamb Valley Fruit Lands", as shown on the map thereof, filed for record in the office of the County Recorder of Yolo County, California, on January 4, 1909, in Book 2 of Maps, at page 11, described as follows:

BEGINNING at a point in the most southwesterly corner of said Lot 6, and running thence North 60° 12' East, 827 feet; thence South 79° 58' East, 376 feet; thence North 40° 58' East, 820 feet; thence North 86° 38' East, 41.52 feet; thence leaving the boundary lines of said Lot 6, South 13° 41' West, 1352.55 feet to the southerly line of Lot 6, at a point on said southerly line 379.74 feet westerly from the most southeasterly corner of said Lot 6; thence westerly along said southerly line of said Lot 6, 1390.26 feet to the point of commencement.

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PARCEL 2: All of Lot 10, "Geo. Hoppin Subdivision of Lamb Valley Fruit Lands", according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 4, 1909, in Book 2 of Maps, at page 11.

A portion of Lot 9, "Geo. Hoppin Subdivision of Lamb Valley Fruit Lands", filed for record in the office of the Recorder of Yolo County, California, on January 4, 1909, in Book 2 of Maps, at page 11, described as follows:

BEGINNING at a point, the northwest corner of Lot 9 of said Subdivision, and running thence South 79° 37' East, 1005 feet along the north line of said Lot 9, to the northeast corner thereof; thence in a southerly direction along the east line of said Lot, 953-1/10 feet; thence in a northwesterly direction parallel with the south line of said Lot, 1330-1/10 feet to a point on the west line of said Lot 9, 178 feet southwest from the point of beginning; thence North 47° 54' East, 178 feet to the point of beginning.

RECORDED AT REQUEST OF YOLO COUNTY TITLE ABSTRACT CO.
DATE JUN 11 1952 367 Official Records p. 229 Yolo County, California
Recorder
at 10 min. past 11 A.M. By Deputy

DEPARTMENT OF VETERANS AFFAIRS
OF THE STATE OF CALIFORNIA
J. CALLAGHAN, JR., DIRECTOR
By Asst. Manager, Farm and Home Purchases

Purchaser Richard H. Bill

STATE OF CALIFORNIA } ss.
COUNTY OF SACRAMENTO }

On this ____ day of MAY - 7 1952, 1950, before me, GEO. A. LAWRENCE, a Notary Public, personally appeared GEO. A. COMTE, known to me to be the Assistant Manager of Farm and Home Purchases, known to me to be the person who executed the within instrument on behalf of the said Department of Veterans Affairs of the State of California therein named, and acknowledged to me that such Department of Veterans Affairs of the State of California executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

DFH-F-87 (R-50)

3329

Mlg. : Rt. 1, Box 22A1, Esparto

BOOK 367 PAGE 231

AGREEMENT OF SALE OF PROPERTY

EXHIBIT A

Parcel No. 21-700-32

Farm Contract No. 3331

THIS INDENTURE AND AGREEMENT, Made and entered into this 7th day of May 1952, by and between the DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, hereinafter called the Department, and - - - - - RICHARD H. BILL - - - - -, hereinafter called the Purchaser. WITNESSETH: That the Department does hereby agree to sell to said Purchaser and said Purchaser does hereby agree to purchase from the Department at the price and upon the terms and conditions as set forth in the unrecorded purchase contract of even date herewith entered into between the parties hereto and on file in the office of the Department. This Agreement covers that certain described real property lying and being in the - - - - - - - - - County of Yolo, State of California, particularly described as follows:

PARCEL 1: The Westerly 19.02 acres of Lot 6 of "Geo. Hoppin Subdivision of Lamb Valley Fruit Lands", as shown on the map thereof, filed for record in the office of the County Recorder of Yolo County, California, on January 4, 1909, in Book 2 of Maps, at page 11, described as follows:

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PARCEL 2: All of Lot 10, "Geo. Hoppin Subdivision of Lamb Valley Fruit Lands", according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 4, 1909, in Book 2 of Maps, at page 11.

A portion of Lot 9, "Geo. Hoppin Subdivision of Lamb Valley Fruit Lands", filed for record in the office of the Recorder of Yolo County, California, on January 4, 1909, in Book 2 of Maps, at page 11, described as follows:

BEGINNING at a point, the northwest corner of Lot 9 of said Subdivision, and running thence South 79° 37' East, 1005 feet along the north line of said Lot 9, to the northeast corner thereof; thence in a southerly direction along the east line of said Lot, 953-1/10 feet; thence in a northwesterly direction parallel with the south line of said Lot, 1330-1/10 feet to a point on the west line of said Lot 9, 178 feet southwest from the point of beginning; thence North 47° 54' East, 178 feet to the point of beginning.

RECORDED AT REQUEST OF YOLO COUNTY TITLE ABSTRACT CO.

DATE JUN 11 1952 367 Official Records p. 231 Yolo County, California

Recorder

18 min. past 11 A.M.

By Deputy

DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA
D. J. CALLAGHAN, JR., DIRECTOR

By Asst. Manager, Farm and Home Purchases

Purchaser Richard H. Bill

STATE OF CALIFORNIA } ss.
COUNTY OF SACRAMENTO }

On this 7 day of MAY 1952, 1950, before me, GEO. A. LAFRANCH, a Notary Public, personally appeared GEO. A. COMTE, known to me to be the Assistant Manager of Farm and Home Purchases, known to me to be the person who executed the foregoing instrument on behalf of the said Department of Veterans Affairs of the State of California therein named, and acknowledged to me that such Department of Veterans Affairs of the State of California executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

DFH-F-8F (R250)

3329

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Lionel C. & Laura C. Watkins

FILED
NOV 21 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

AGREEMENT NO. 69-173

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 2)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Lionel C. & Laura C. Watkins, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED - SEE AGREEMENT NO. 77-153

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Filmed

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 68-199; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

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land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Filed & Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Signed & Filed

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Copy Filed + Signed

NOTARY PUBLIC

My Commission Expires: _____

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

EXHIBIT "A"

Parcel No. 21-700-19

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

(Escrow No. 30204)

This Deed of Trust, Made this 7th day of September, 19 65

Between LIONEL C. WATKINS AND LAURA C. WATKINS, his wife,

herein called TRUSTOR,

whose address is (Number and Street) Route 1 Box 253, (City) Esparto, (Zone) California, (State)

TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and MINNIE E. TWOMEY

, herein called BENEFICIARY,

Witnesseth: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST WITH POWER OF SALE, that real property in the County of Yolo, State of California, described as:

All of Lots 7 and 9 of Geo. Hoppin's Subdivision of Lamb Valley Fruit Lands, being a portion of Block "R" of Arnold and Gillig's Subdivision of the Rancho Canada de Capay, as shown on the Official Map thereof, filed for record in the office of the Yolo County Recorder.

EXCEPTING THEREFROM that portionof said Lot 9 described as follows: BEGINNING at a point on the Northwest corner of Lot 9 of said Subdivision; running thence South 79° 37' East 1005 feet along the North line of said Lot 9 to the Northeast corner thereof; thence in a Southerly direction along the East line of said Lot 953.1 feet; thence in a Northwesterly direction and parallel with the South line of said Lot 1330.1 feet to a point on the West line of said Lot 9, 178 feet Southwest from the point of beginning; thence North 47° 54' East 178 feet to the place of beginning.

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EXCEPTING THEREFROM 1/2 interest in and to all oil, gas and mineral rights as reserved in Deed dated February 15, 1961, and recorded February 17, 1961 in Book 628 of Official Records at Page 94.

Contra Costa	4645	442	Los Angeles	T3770	85	Placer	1020	84	Santa Clara	6334	126
Del Norte	100	35	Madera	906	449	Plumas	166	377	Santa Cruz	1626	256
El Dorado	695	663	Marin	1828	333	*Riverside	3730	384	Shasta	793	479
Fresno	5026	525	Mariposa	89	589	Sacramento	4995	786	*Sierra	37	474
Glenn	467	189	*Mendocino	662	593	San Benito	299	128	*Siskiyou	504	665
*Humboldt	793	510	Merced	1655	175	*San Bernardino	6177	565	Solano	1277	522

*Tuolumne	174	549
*Ventura	2568	494
Yolo	763	159
Yuba	395	641

*June 25, 1964; **June 26, 1964; Note: File Page 114679, Series 5, Book 1964

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

Signature of Trustor

Lionel C. Watkins

Laura C. Watkins

STATE OF CALIFORNIA } SS.
COUNTY OF Yolo }

On Sept., 19 65, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lionel C. Watkins and Laura C. Watkins known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that the y executed the same.

Notary's Signature

Type or Print Notary's Name

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Parcel No. 21-700-21

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

(Escrow No. 30204)

This Deed of Trust, Made this 7th day of September, 19 65

Between LIONEL C. WATKINS AND LAURA C. WATKINS, his wife,

herein called TRUSTOR,

whose address is Route 1 Box 253, Esparto, California, (Number and Street) (City) (Zone) (State)

TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and MINNIE E. TWOMEY

, herein called BENEFICIARY,

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EXCEPTING THEREFROM that portionof said Lot 9 described as follows: BEGINNING at a point on the Northwest corner of Lot 9 of said Subdivision; running thence South 79° 37' East 1005 feet along the North line of said Lot 9 to the Northeast corner thereof; thence in a Southerly direction along the East line of said Lot 953.1 feet; thence in a Northwesterly direction and parallel with the South line of said Lot 1330.1 feet to a point on the West line of said

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Lot 9, 178 feet Southwest from the point of beginning; thence North 47° 54' East 178 feet to the place of beginning.

EXCEPTING THEREFROM 1/2 interest in and to all oil, gas and mineral rights as reserved in Deed dated February 15, 1961, and recorded February 17, 1961 in Book 628 of Official Records at Page 94.

Contra Costa	4645 442	Los Angeles	T3770 85	Placer	1020 84	Santa Clara	6334 126	*Tuolumne	174 549
Del Norte	100 35	Madera	906 449	Plumas	166 377	Santa Cruz	1626 256	*Ventura	2568 494
El Dorado	695 663	Marin	1828 333	*Riverside	3730 384	Shasta	793 479	Yolo	763 159
Fresno	5026 525	Mariposa	89 589	Sacramento	4995 786	*Sierra	37 474	Yuba	395 641
Glenn	467 189	*Mendocino	662 593	San Benito	299 128	*Siskiyou	504 665		
*Humboldt	793 510	Merced	1655 175	*San Bernardino	6177 565	Solano	1277 522		

*June 25, 1964; **June 26, 1964; Note: File Page 114679, Series 3, Book 1964

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

Signature of Trustor

Lionel C. Watkins

Laura C. Watkins

STATE OF CALIFORNIA } SS.
COUNTY OF Yolo }

On Sept. 19 65 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lionel C. Watkins and Laura C. Watkins known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that the y executed the same.

Notary's Signature

Type or Print Notary's Name

TA Form No. 166 Revised 6-64 (Short Form)

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Caroline W. Nissen

FILED
NOV 18 1969
LAURENCE P. HENIGAN, Clerk
By PETTY E. LUCAS Deputy

AGREEMENT NO. 69-174

LAND CONSERVATION AGREEMENT

(ADDITION TO PRESERVE NO. 2)

AMENDED-SEE AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Caroline W. Nissen hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-199; and

NO-D-170

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Caroline W. Nissen - Parcel Nos. 21-700-05, 21-700-06, 21-700-16 & 21-700-40.

all that real property situate in the County of Yolo, State of California, described as follows:

TRACT ONE: All of Block "F" of Gillig and Arnold's Subdivision of a portion of the Rancho Canada De Capey, except that portion thereof heretofore sold by B. F. Chandler to B. Crengo, by deed dated February 23, 1886, and recorded on pages 57 and 58 of Book 40 of Deeds, records of Yolo County, containing 33.85 acres, more or less, which deed is hereby referred to and made a part of the description hereof. Also excepting from said Block "F" the following tract, to-wit: BEGINNING at the northeast corner of said Block and running thence south 8.50 chains; thence west 15 chains; thence north to the center of Main Street in the Town of Langville; thence north 80° west to the center of Cache Creek; thence down the center of said Cache Creek to the place of beginning. Containing 352 acres, more or less.

TRACT TWO: All that portion of Block "G" of Gillig and Arnold's said Subdivision BEGINNING at the southwest corner of said block and running thence east along the southerly boundary of said block 17.62 chains; thence north 18° east, 3.30 chains; thence north 60° east, 11.34 chains; thence north 42.98 chains; thence north 78° west, 4.26 chains; thence north 5.24 chains to within 50 feet of the center of the Cottonwood Ditch; thence parallel with said ditch north 69° 7' west, 14.30 chains; thence north 18° 28' west, 5.50 chains; thence north 43° 49' west, 3.44 chains; thence north 79° 44' west, 3.12 chains; thence north 56° 23' west, 4.60 chains to the westerly line of said block; thence south 73.65 chains to the place of beginning. Containing 173.31 acres

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TRACT THREE: Part of Block "R" of Gillig and Arnold's said subdivision of said Rancho, BEGINNING at a point on the northerly line of said Block "R" at the southwesterly corner of Block "F" of said subdivision; thence west 2.50 chains to the easterly bank of a small gulch; thence south 15° west along the line of said gulch 2.62 chains; thence south 44° east, 3.10 chains to an oak tree 24 inches in diameter; thence south 78½° east, 10.21 chains to an oak tree 18 inches in diameter; thence north 65½° east, 8.57 chains to a stake on the north bank of an arroyo; thence north 39° east, 1.45 chains to a live oak 8 inches in diameter on the west bank of the arroyo; thence north 15½° east, 2.29 chains to the northerly line of said Block "R"; thence west 19 chains to the place of beginning.

Subject to ditch right of way as recorded December 28, 1877, in Book "X" of Deeds, page 278.

Grace W. Nissen continued.

, all that certain real property situate in the County of Yolo, State of California, more particularly described as follows:

Parcel #1: A portion of Lot 3 of that portion of Block "R" of Arnold & Gilligs' Subdivision of the Rancho Canada de Capay, formerly belonging to the Hoppin Brothers, as same is depicted on that certain partition map which is on record in Book 48 of Deeds at page 314 in the Recorders Office of Yolo County, State of California, and being more particularly described as follows: Beginning at the most westerly corner (S. W. Corner) of Lot 7 of the Geo. Hoppin Subdivision of the Lamb Valley Fruit Lands as same is depicted on the map thereof which is filed for record in Book 3 of Maps & Surveys at page 69 in said County records, said point of beginning also being the point of intersection of the center line of County Road No. 23, which is also the south line of said Ranch, with the southeasterly line of County Road No. 22 and extending thence from said point of beginning, along said Rancho line N. 76° 23' 30" W. 617.83 feet: thence leaving said Rancho line, N. 05° 02' W. 83.09 feet to an existing corner fence post: thence in a general northeasterly direction along an old existing fence line and the meanderings thereof the following courses: N. 03° 22' 30" W. 141.57 feet: thence N. 27° 07' 30" E. 99.33'; thence N. 57° 30' E. 72.30 feet: thence N. 88° 36' E. 173.62 feet: thence N. 56° 58' E. 127.30 feet; thence N. 08° 21' E. 102.40 feet: thence N. 06° 13' W. 309.90 feet; thence N. 07° 12' E. 295.21 feet: thence N. 47° 37' E. 98.72 feet: thence N. 76° 10' 30" E. 202.07 feet: thence S. 76° 19' E. 81.30 feet: thence N. 23° 01' E. 193.02 feet: thence N. 44° 04' W. 129.12 feet: thence N. 19° 23' 30" E. 120.62 feet: thence N. 09° 11' E. 695.00 feet; thence N. 85° 26' 30" E. 79.30 feet: thence N. 08° 35' E. 109.28 feet: thence N. 85° 10' 30" E. 253.90 feet; thence S. 22° 08' 30" E. 79.48 feet: thence N. 69° 08' E. 349.14 feet; thence S. 30° 45' 30" E. 60.93 feet: thence N. 62° 17' E. 41.06 feet: thence N. 42° 42' E. 296.58 feet: thence S.85° 44' 30" E. 152.50 feet; thence N. 64° 31' E. 289.25 feet; thence N. 24° 07' 30" E. 166.80 feet: thence N. 12° 33' 30" W. 180.17 feet; thence S. 88° 20' E. 391.65 feet: thence N. 53° 57' 30" E. 282.60 feet: thence N. 27° 07' E. 150.80 feet to a corner fence post in the north line of said Lot 3 of Block "R", said corner fence post also marks the most northerly corner of this parcel of land: thence along said fence line marking the north line of said Lot 3, S. 23° 55' E. 721.51 feet to the center line of said County Road 22, said center line also being the westerly line of Lot 11 of said Geo. Hoppin Subdivision: thence southwesterly along the westerly boundary of said Geo. Hoppin Subdivision the following courses: S. 49° 25' W. 357.93 feet: thence S. 0° 52' W. 375.00 feet: thence S. 74° 45' E. 20.06 feet to the easterly line of said County Road No. 22; thence continuing along said line of said Road and said Geo. Hoppin Subdivision boundary, S. 29° 39' W. 208.40 feet: thence S. 47° 54' W. 3111.50 feet to the point of beginning and including 103.72 acres of land.

Parcel #2: Beginning at the fence post marking the most northerly corner of the above described Parcel #1 and extending thence along the old fence on the westerly side of said Parcel #1, S. 27° 07' W. 100.00 feet to fence post and 2x2 stake: thence N. 40° 42' 15" W. 357.05 feet to a point in a fence line; thence along said fence line, S. 67° 30' E. 75.00 feet to a fence corner; thence along a fence line, N. 49° 07' E. 130.40 feet to a fence corner; thence S. 24° 52' 30" E., along a fence line, 262.75 feet to the point of beginning and including 1.53 acres of land.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes ar are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

F. W. & Grace Nissen

FILED
NOV 26 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 69-175

LAND CONSERVATION AGREEMENT

(ADDITION PRESERVE NO. 2)

AMENDED

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between F. W. & Grace Nissen, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

SEE AGREEMENT

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-199; and

NO. 71-152

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed Copy Signed

NOTARY PUBLIC

Micro Etched

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

F. W. & Grace Nissen - Parcel Nos. 21-291-03, 21-291-05, 21-291-06, 21-291-07, 21-292-03 and 21-700-17

all that real property situate in the

County of Yolo , State of California, described as follows:

PARCEL I: Beginning at the southwest corner of the north half of the northeast quarter of Section thirty four and running thence North twenty-six chains and twenty feet, thence east ten chains and forty-seven and one-half feet; thence south twenty- eight chains and twelve feet, thence west ten chains and forty-seven and one-half feet to the place of beginning, being a portion of the north half of the northeast quarter of Section thirty-four (34) and a portion of Lot Four (4) in Section twenty-seven (27), in Township ten north of Range two west, Mount Diablo Meridian, containing about twenty-nine (29) acres, being the same property described in a deed from Robert Clooney to R. B. Nissen, dated February 3rd, 1885, and recorded in the office of the County Recorder of the County of Yolo, State of California, in Book 38 of Deeds, at page 106.

PARCEL II: The Northwest one-quarter (NW¼) of Section Thirty-four (34), Township Ten (10) north, Range Two (2) West, M.D.B. & M.

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EXHIBIT "A"

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MAY 20 1969
YOLO COUNTY ASSESSOR

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all that real property situate in the

County of Yolo , State of California, described as follows:

Beginning at a point 54.6 feet N. from the ¼ Section corner on the S. side of Sec. 31, T. 10 N., R. 1 W., and running thence W. 7906.7 feet to the W. boundary of Section 36, T. 10 N., R. 2 W., and at a point thereon 2640 feet N. from the ¼ Sec. line between Secs. 1 and 2, T. 9 N., R. 2 W., thence N. 23' W. 2604.5 feet along the Western boundary of said Sec. 36, to a stone monument marking the ¼ Sec. corner on the W. side thereof; thence S. 89 degrees 56' E. along a fence marking the N. boundary of the S½ of said Sec. 36, 3951 feet; thence S. 10 degrees 10' E. to and along the center of an irrigating Canal 949.4 feet, thence following the center line of the irrigating canal S. 43° 32' E. 500 feet; thence S. 1° 32' W. 314 feet; thence S. 15° 53' E. 490 feet; thence S. 45° 20' E. 680 feet; thence E. leaving the center line of the irrigating canal 2852 feet; thence S. 80 feet, to the place of beginning, 263.29 acres. And being all those premises included in a map filed in the office of the County Recorder of Yolo County, designated as "Forgeus and Easton Subdivision of Almondale", being a portion of Sec. 36, T. 10 N., R. 2 W.

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MAY 20 1969
YOLO COUNTY ASSESSOR

EXHIBIT "B"

Beginning in the center of the Southern Pacific Railroad tract, 3528 feet East and 557.2 feet South from a stone monument marking the intersection of the base line of Arnold & Gillig's Subdivision of a part of the Rancho Canada de Capay with the West line of Lot "B" of said Subdivision, and running thence South along the West line of lands formerly owned by B. F. Duncan, 2152 feet; thence North 79 degrees 55 minutes East and parallel to said railroad about 1036.5 feet to a point at right angles Westerly, 1399.2 feet from the East line of said B. F. Duncan lands; thence North and parallel to the East line of said B. F. Duncan land to a point 1069.3 feet along the railroad Easterly from point of beginning; thence South 79 degrees 55 minutes West 1069.3 feet to the place of beginning containing fifty (50) acres, more or less, exclusive of a fifty foot right of way of said railroad.

All land above described lies in Block "C" of said Subdivision.

A strip or tract of land fifty feet wide lying Southerly of and adjacent to the located center line of the Southern Pacific Railroad Company's (formerly Vaca Valley & Clear Lake Railroad Company's) Railroad where the same is located through the lands formerly owned by B. F. Duncan, being more particularly described as follows, to-wit:

COMMENCING for the same at a point on the center line of said Railroad where said center line intersects the Northerly projection of the dividing line between the lands now or formerly of Hugo Zentner and the lands now or formerly of Sam Schwab and running thence Westerly along said center line embracing a strip of land fifty feet wide, lying Southerly of and adjacent to said center line to a point on said center line where said center line intersects the West line of Block "C" of Gillig & Arnold's Subdivision of Rancho Canada de Capay at or near Engineer's Station 400 plus 40 of said center line of said Railroad, containing an area of 1.15 acres, more or less, and being a portion of the lands conveyed by deed from B. F. Duncan to Vaca Valley & Clear Lake Railroad dated June 21, 1887, and recorded July 2, 1887, in Book 41 of Deeds, page 580, Yolo County Records; excepting therefrom 0.368 acres conveyed to Wyatt G. Duncan, by deed dated March 27, 1939, and recorded January 9, 1942.

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EXHIBIT "C"

RECEIVED
MAY 20 1969
YOLO COUNTY ASSESSOR

all that real property situate in the

County of Yolo , State of California, described as follows:

Beginning at a 2 inch by 2 inch stake on the East boundary line of land formerly owned by Bertha L. Zentner and previously owned by B.F. Duncan, which is 890.4 feet South along the East boundary line of the said lands from the point of intersection of the center line of the Southern Pacific Railroad track with the said East boundary line, which point of intersection is 3528.0 feet East, 557.2 feet South and 2477.4 feet N. 79° 55' East from a stone monument marking the intersection of the base line of Arnold and Gillig's Subdivision of a part of the Rancho Canada de Capay as the base line is shown on the map of the said Subdivision which is filed in the office of the County Recorder of Yolo County, California, with the West boundary line of Block B of said Subdivision, and running thence from the said 2 inch by 2 inch stake along the East boundary line fence of the lands formerly owned by Bertha L. Zentner, South 716.2 feet to the Southeast corner of the Zentner lands; thence S. 79° 55' West, parallel to the said center line of the Southern Pacific Railroad track, 1424.9 feet along the South boundary line of the Zentner lands to the Southwest corner of the Zentner lands; thence N. 0° 46½' East 517.3 feet along the line between the Zentner lands and the Wm. B. Duncan lands; thence N. 72° 17' East, in a direct line toward the said 2 inch by 2 inch stake, 1471.6 feet, more or less, to the point of beginning, being a part of Block C and a part of Block D of Arnold and Gillig's Subdivision of Rancho Canada de Capay, containing 18.73 acres of land, TOGETHER WITH an appurtent right of way 12 feet in width more particularly described as follows: Beginning at the Northeast corner of the above described 18.73 acre tract of land, and thence North along the East line of the Zentner land 296.2 feet, more or less, to the South boundary line of the county road which crosses the Zentner land; thence in a westerly direction along the south line of said county road, 12.6 feet to a point; thence south along a line parallel to the east line of the Zentner lands, 297.feet, more or less, to the North line of the 18.73 acre tract of land above described; thence Easterly, along the North line of said 18.73 acre tract of land, 12.6 feet, more or less, to the point of beginning.

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RECEIVED
MAY 20 1969
YOLO COUNTY ASSESSOR

all that real property situate in the

County of Yolo , State of California, described as follows:

Beginning at an iron pipe on the West boundary line of the lands formerly owned by B.F. Duncan which is 2152.0 feet south along the said west boundary line from the point of intersection of the center line of the Southern Pacific Railroad track with the said west boundary line, which point of interesection is 3528.0 feet east and 557.2 feet south from a stone marking the intersection of the base line of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay as the base line is shown on the map of the said subdivision which is filed in the office of the County Recorder of Yolo County, California, with the West boundary line of Block "B" of said Subdivision, and running thence from the said iron pipe along the fence lines which are on the boundaries of the lands formerly owned by B.F. Duncan, S. 1° 19' E. 1106.5 feet; thence S. 0° 22½' E. 1465.0 feet; thence S. 89° 48½' E. 2352.62 feet; thence N. 0° 09' E. 3399.8 feet; thence N. 0° 42' E. 157.7 feet to the Southeast corner of the lands now or formerly owned by Bertha L. Zentner; thence leaving the said fence lines S. 79° 55' W. parallel to the center line of the tracks of the Southern Pacific Railroad, 1424.9 feet along the south boundary line of the Zentner lands, to a point on the East boundary line of the Wm. B. Duncan lands; thence along the last mentioned boundary line S. 0° 46½' W. 553.3 feet; thence S. 79° 55' W. parallel to the center line of the tracks of the Southern Pacific Railroad, 1003.6 feet to the point of beginning, being a part of Block C and a part of Block D of said Subdivision, containing 169.50 acres of land, more or less.

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MAY 20 1969
YOLO COUNTY ASSESSOR

all that real property situate in the

County of Yolo , State of California, described as follows:

A part of Block "D" of Arnold and Gilliq's Subdivision of the Rancho Canada de Capay; commencing at the N.E. corner of lands formerly owned by E. B. Aldrich and running thence Easterly along Cache Creek as said stream ran in December 1875, to the N.W. corner of Lot "E" of said Subdivision, thence Southerly along the line between Lots "E" and "D" to S.W. corner of Lot "E", thence Westerly along the S. line of said Lot "D" to the S.E. corner of said land formerly owned by said E. B. Aldrich; thence Northerly to place of beginning, containing 336 acres, more or less.

SAVING AND EXCEPTING, however, that certain piece of property deeded by Elizabeth L. Moore and W. T. Moore, her husband to Amelia Alvernaz and Mary Paulino, on May 7th, 1914; recorded on May 9th, 1914, at 55 min. past 8 o'clock A.M. in Book 82 of Deeds, at page 423, Yolo County Records.

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RECEIVED
MAY 20 1969
YOLO COUNTY ASSESSOR

the following described real property situate, lying and being in the County of Yolo, State of California, and bounded and particularly described as follows, to-wit:

Lot Three (3) of that part or portion of Block "R" of Arnold & Gillings' Subdivision of the Rancho Canada de Capay, formerly belonging to the Hoppin Brothers, as shown by the partition map of said portion or part of said Block "R", on record in the office of the County Recorder of said Yolo County, at page 314 of Book of Deeds No. 48, Records of said Yolo County, said Lot No. Three, (3) being the portion set apart to Charles R. Hoppin on partition of the said tract formerly owned by said Hoppin Brothers, all of which will more fully appear by reference to deed from Emily A. Hoppin to R. B. Nissen, recorded July 30th, 1903, in Book 63 of Deeds, at page 46, Records of Yolo County.

Beginning at a red-wood stake driven into the ground on the South boundary of the Rancho Canada de Capay 333 feet Southeasterly from the center of Lamb Valley Creek, (also called and known as Lamby Valley Arroyo), said stake also marking the Northeast Corner of fractional Southwest Quarter of fractional Southeast Quarter of Section twenty-seven, (27) in Township Ten (10) North, Range Two (2) West, M. D. B.M. and running thence North 47 1/4° East 2272 feet to a point 62 feet at right angles Southeasterly from the center of the said Lamb Valley Creek; thence continuing North 47 1/4° east 850 feet; thence North 29° East 200 feet to a point 90 feet Southeasterly from said center of said Lamb Valley Creek, thence North 61° West 90 feet to said center of said Creek: thence up and along the center of said Creek to the South boundary of said Rancho Canada de Capay; thence South 76 1/4° East along said South boundary of said Rancho Canada de Capay 333 feet to the place of beginning.

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Also, a strip of land twenty (20) feet wide lying along the Southeasterly side of above described tract from the point of beginning in above described tract, and extending Northeasterly 3322 feet.

Also, a parcel of land described as follows:
Beginning at the Northeast Corner of the piece of land above described in County Road and running thence along said road Northeasterly as the same is now deeded to Yolo County about 750 feet to the Southerly projection of the West boundary line of lands of Maria Hoppin, lying North of said Lamb Valley Creek thence North 24° and 30' West along said projection of said line to the center of said Lamb Valley Creek; thence up and along said Creek to a point opposite to place of beginning; thence South 61° East 90 feet to the place of beginning reference being made to deed recorded February 26, 1904, from Maria P. Hoppin to R. B. Nissen, in Book 65 of Deeds, at page 10, Records of Yolo County.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

Micro Filmed

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Fred E. & June Vannucci

FILED
DEC 23 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-176

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 35)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Fred E. & June Vannucci, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED-

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-201; and

10-71-151

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses actually available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Filed Signed

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this ____ day of _____, 19___.

Original Copy Filed Signed

NOTARY PUBLIC

My Commission Expires: _____

LEGAL DESCRIPTION

Fred E. & June Vannucci

LOT OR SEC.	BLK OR TWP	RANGE	ACRES
28	12	3-W	325

Fract. E 1/2 and Fractl. SW 1/4 of SW 1/4

Also, described as the NE 1/4 and the N 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 and Lots 4 and 5

YEAR	LAND	IMPROVEMENTS BLDGS ETC.	PERSONAL PROP P.P. INV.	P.P. Other	EXEMP CODE	General Exemp	Inventory Exemp.	Homeowner's Exemp	NET VALUE	REMARKS TAX SALES
1968	770								Micro Filmed	
1969	770								770	
1970										
1971										
1972										
1973										
1974										
1975										
1976										
1977										
1978										
1979										
1980										
1981										
1982										
1983										
1984										
1985										
1986										
1987										
1988										

PARCEL NO.	TAX AREA CODE		S.F.	R.P.V.	P.P.V.	EL.F.	R.W.	R.P.	CODE
18-140-13	63-34								

LEGAL DESCRIPTION

Fred E. & June Vannucci

LOT OR SEC	BLK OR TWP	RANGE	ACRES
			24
			78

Sly 24 acres of the N. 120 acres of the E. 300 acres of Lot 6 - William Gordons Sub. of the Rancho Canada de Capay

Block 10 - Barnes Tract

Subj. to 20 ft. R/W for ingress & egress to H. Willis, et ux; 880 O. R., Pg. 548, 5/6/62

Micro Fiched

YEAR	LAND	IMPROVEMENTS BLDGS ETC.	PERSONAL PROP P.P. INV.	P.P. Other	EXEMP CODE	General Exemp.	Inventory Exemp.	Homeowner's Exemp	NET VALUE	REMARKS TAX SALES
1968	440								440	
1969	440									
1970										
1971										
1972										
1973										
1974										
1975										
1976										
1977										
1978										
1979										
1980										
1981										
1982										
1983										
1984										
1985										
1986										
1987										
1988										

PARCEL NO.	TAX AREA CODE	R. P. V.	P. P. V.	EX. P.	R. W.	R. P.	CODE
18-11-01	63-4.0						

EXHIBIT "B"

PERMITTED USES

Micro Etched

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

H. Willis & Mabel Tompkins

FILED
NOV 26 1969
LAURENCE P. HINIGAN, Clerk
By BARBARA A. RODGERS
Deputy

Micro Fiched

AGREEMENT NO. 69-177

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 35)

AMENDED - SEE AGREEMENT NO. 71-137

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between H. Willis & Mabel Tompkins, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-201; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistant with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Filmed

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

Micro Fiched

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Signed & Filed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Filed
Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

Micro Filmed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Filed
Copy Signed

NOTARY PUBLIC

My Commission Expires: _____

January 10th, 20[illegible] recorded the day of May 5, 1949, in Book ___ of Official Records, at page ___. EXHIBIT "A"

Parcel Nos. 18-110-12, 18-110-16, 18-100-04, 18-110-11, 18-120-06, 18-130-01, 18-130-03, 18-140-12, 18-140-14, 18-222-04, 18-232-05, 18-410-01.

III 325/324 H. Willis and Mabel Tompkins

EXHIBIT "B"

All that real property in the County of Yolo, State of California, described as:

Parcel 1

[illegible] Lot 1, NW¼ of NE¼, N½ of SW¼ of Section 5; Lots 2 and 3 and S½ of [illegible] of Section 6; Lots 6 and 7, E½ of SW¼, SE¼ of NW¼ of Section 7; W½ of [illegible] of Section 8; NW¼ of NW¼ of Section 17; E½ of NE¼ of Section 18; Lots 1, 2, and 3, of Section 20; E½, [illegible] of NE¼ of Section 21; NW¼ of NW¼, N½ of SW¼ of Section 22; Lots 2, 3, 4, 5, 6, 7, 8 and [illegible] of NE¼ of Section 27; Lots 1, 2 and 3, N½ of NW¼ of Section 28; Lots 2, 3 and 4, W½ of NW¼ of Section 30; Lots 1, 2, 3, 4, 5, 6, 7, 8, N½ of SE¼, E½ of SW¼ of NW¼ of Section 34; NW¼ of NW¼ of Section 35; all in Township 12 North Range 3 West, M. D. B. & M.

Lots 1, 2 and 3 and N½ of NW¼ of Section 17 and Lot 3 of Section 20, in Township 12 North, Range 3 West, M. D. B. & M.
EXCEPTING All that all the lands lying outside of a certain brush fence on said premises, said lands lying along the grant line of the Canada de Capay Rancho adjoining the premises hereby described on the west and the premises now or formerly owned by one Smith and one Reiff on the East, said reservations from the premises herein described containing 30 acres more or less.

Lot 1, NW¼ of NW¼, W½ of SW¼, NW¼ of NW¼ of Section 2; Lots 1, 2, 3, 4, 5, and 6, E½ of SW¼, E½ of NW¼ of Section 3, all in Township 11 North, Range 3 West, M. D. B. & M.

Micro Fiched

Feb 21' S-8

PARCEL II: That portion of said Rancho described as follows:
BEGINNING AT a point in the center of Cache Creek distant North 55 deg. 30' East, 4 chains from Station "C.C.1" of said Rancho; thence North 55 deg. 30' West 20 chains, more or less to the center line of said Creek; thence Southerly and along the center line of said creek 8 chains; thence Westerly and along said last named line to the place of beginning; containing 10 acres, more or less; and being a portion of Lot 1 of Gordon's Subdivision of Rancho Canada de Capay, as per map thereof recorded in the office of the Recorder in and for the aforesaid County, on December 12, 1871, in Book "H" of Deeds, at page 2.

Feb 25' S-8

PARCEL III: That portion of said Rancho described as follows:
BEGINNING at Station "C.C.20" of said Rancho, and running; thence South 55 deg. 30' West and along the Northwesterly boundary line of said Rancho 16.00 chains to the center of Cache Creek; thence down the center of said Creek, East 7.60 chains; thence North 19 deg. 15' West 2 chains to a stake from which an oak tree 30 inches in diameter bears North 00 deg. 30' East, 3.49 chains distant; another oak tree 36 inches in diameter bears North 37 deg. 30' West 3.59 chains distant; thence North 55 deg. 30' East, 11.50 chains to a stake on the Northeasterly line of said Rancho from which a pine tree 15 inches in diameter bears North 73 deg. 15' East 1.14 chains distant; thence North 67 deg. 15' West 2.90 chains to the place of beginning; containing 4.19 acres, more or less, and being a portion of Lot 1 of Wm. Gordon's Subdivision as aforesaid.

Rib 2
R. 3W-2

For a more particular description of the Easterly line of said Tract, the following notes are pertinent:
The Tract line immediately West of and abuts fractional Sections 3 and 10, T. 11 N. Range 3 East, M. D. B. & M., the Southeast corner being 1,092 feet Southerly along the Grant line from the closing corner to Sections 3 and 10, the Northeast corner being at an old stake marking the Northeast corner of the "Davis Tract", said stake being located on the Grant line Southerly from "C.C.22" a distance of about 325 feet and Northerly along the Grant line from the Southeast corner of said "Davis Tract", 5684.7 feet.

Repetition: Already included in Parcel I, above

PARCEL V: (Lots 6 and 7; the N½ of the SW¼; the SW¼ of the SE¼ of Section 7, T. 12 N., R. 3 W., containing 102.53 acres, ALSO a tract of land described as follows: BEGINNING at a point which is distant North 8 deg. 45' West, 25.40 chains from Station "C.C.27" of the Rancho Canada de Capay, from which a pine tree 12 inches in diameter bears South 30 deg. 30' West 1.73 chains distant; thence South 72 deg. East, 3.30 chains to a pine tree 10 inches in diameter; thence South 57 deg. 45' East, 5.05 chains to an oak tree 18 inches in diameter; thence South 27 deg. 15' East, 8.27 chains to an oak tree 24 inches in diameter; thence South 71 deg. 30' East 2.80 chains to an oak tree 30 inches in diameter; thence South 35 deg. East, 6.80 chains to an oak tree 6 inches in diameter; thence South 17 deg. 30' East, 13 chains to a stake on the top of a ridge from which a pine tree 30 inches in diameter bears North 76 deg. West, 1.06 chains; thence South 28 deg. East, 13 chains to a pine tree 16 inches in diameter at the corner of a tract of land conveyed by D. D. Rumsey to F. S. Freeman and J. W. Freeman and described in Book 31 of Deeds, at page 234, records of Yolo County; thence North 64 deg. East along Freeman's West line 4.60 chains; thence North 20.00 chains to a point which according to U. S. Government field notes, is 20.00 chains West from the corner to Sections 7, 8, 17 and 18 and 29.00 chains East and 4.90 chains North 80 deg. 45' West from corner "C.C.27"; thence North 20.00 chains; thence West 32.43 chains to the place of beginning; being a portion of Sections 7 and 18, T. 12 N., Range 3 West, containing 62.18 acres, more or less.
EXCEPTING THEREFROM so much of the herein above described property which lies within the boundaries of the Smith & Rumsey Tract, according to the official plat, filed for record in the office of the Recorder of Yolo County, California, on July 13, 1892, in Book 1 of Maps, at page 38.X"

Rib 15
Sec. 7 T 12
Tp 12-3-W.

Micro Fiched

Repetition: Already included in Parcel I, above

PARCEL VI: The W½ of the NW¼ of Section 18, T. 12 N., Range 3 West, containing 49.6 acres. ALSO a tract of land described as follows: BEGINNING at the quarter section corner between Sections 17 and 18, T. 12 N. R. 3 W., from which an oak tree bears South 40½ deg. East, 1 chain distant; running thence North 67½ deg. West, 19 chains to a pine tree 16 inches in diameter on the East bank of a dry gulch; thence North 25 deg. East along the East bank of said gulch 13.50 chains; thence East 12 chains; thence South 20 chains to the pl( ) of beginning; all being situate in Section 18, T. 12 N., R. 3 W., containing 23.72 acres, more or less.

Rib 14
Sec. 18 T 12
Tp 12-3-W

EXCEPTING THEREFROM so much of the herein above describ( ) property which lies within the boundaries of the Smith & Rumsey Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on July 13, 1892, in Book 1 of Maps, at page 38.X"

PARCEL XVI: BEGINNING at a point which is distant South 61 deg. West, 3 chains from Station "C.C.25" of said Rancho; running thence South 61 deg. East, 10 chains to Station "C.C.25" of said Rancho; thence South 61 deg. East, 6.60 chains; thence South 61 deg. West, 4 chains to the center of Cache Creek; thence up said creek North 24-3/4 deg. West, 14 chains; thence North 54 deg. West 12 chains; thence North 79½ deg. West 15.50 chains; thence North 49 deg. West 5.12 chains; thence North 51 3/4 deg. East, 7.90 chains to the place of beginning, containing 24 acres.

EXCEPTING THEREFROM so much of the hereinabove described property which lies within the boundaries of the Parker Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on July 10, 1899, in Book 1 of Maps, at page 16.

PARCEL XVII: That portion of Lots 4 and 5 of Gordon's Subdivision of Rancho Canada de Capay, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on December 12, 1871, in Book M of Deeds, at page 2, aforesaid lying East of the center of Cache Creek; containing 240 acres, more or less.

EXCEPTING therefrom the following described property:

BEGINNING at an iron shaft which marks the most northerly corner of Lot 13 of Cashmere Colony Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on July 13, 1892, in Book 1 of Maps, at page 11, and running thence along the northerly boundary line of said Lot 13, South 61 deg. 16' East, 247.50 feet to an iron pipe; thence South 70 deg. 25' East, 705.64 feet to an iron pipe; thence South 63 deg. 10' East, 446.12 feet to an iron pipe; thence South 58 deg. 09½' East 437.92 feet to an iron pipe which marks the most northerly corner common to Lots 13 and 12 of said Cashmere Colony Tract; thence leaving the northerly boundary line of said Lot 13 and running along the northerly boundary line of said Lot 12, South 58 deg. 36' East 304.1 feet to an iron pipe; thence North 85 deg. 16½' East 446.6 feet to an iron pipe; thence North 85 deg. 16½' East 70.0 feet to the center line of Cache Creek; thence leaving the northerly boundary line of said Lot 12 and running up along the center line of Cache Creek following the meanders thereof North 11 deg. 04½' East 437.30 feet; thence North 58 deg. 34' West 670.80 feet; thence North 79 deg. 26' West 500.00 feet; thence North 45 deg. 14' West 455.00 feet to a point on the Northeasterly extension of the northwesterly boundary line of said Lot 13; thence leaving the said center line of Cache Creek South 66 deg. 41' West, 1230.0 feet along the northeasterly extension of said northwesterly boundary line to the point of beginning, containing 36.15 acres of land, more or less, and being a part of the Rancho Canada de Capay.

PARCEL XVI: BEGINNING at the point of intersection of the east bank of Cache Creek with the southeasterly boundary line of that certain 60.12 acre tract of land partitioned to J. F. Griffin in that certain partition suit of Geo. Goldsmith plaintiff vs. Wm. Gordon et al, defendants, decree recorded on page 453 of Deed Book 84 of Yolo County Records, and running thence North 66 deg. 00' East along the said southeasterly boundary line to the most easterly corner of the said 60.12 acre tract; thence North 23 deg. 45' West 15.99 chains along the northeasterly boundary line of the 60.12 acre tract the 60.17 acre tract and the 60.23 acre tract as the said tracts are described on page 453 of Deed Book 84 in the said partition suit; thence South 68 deg. 12' West along the northwesterly boundary line of the said 60.23 acre tract to the east bank of Cache Creek; thence down along the said east bank following the meanders thereof to the point of beginning, being a part of Block 3 of Wm. Gordon's Subdivision of a portion of Rancho Canada de Capay,

containing 25 acres, more or less.

EXCEPTING THEREFROM an undivided one-half of all minerals, oil, gas and other hydrocarbon substances as reserved in that certain deed from Belle G. Risner and Helen J. Friedman to N. Willis Tompkins and Mabel L. Tompkins, his wife, dated December 30, 1948 and recorded January 5, 1949, Document No. 562. in Book 295 of Official Records, at page 67.

N. Willis Tompkins and Mabel L. Tompkins, his wife, as Joint Tenants.
January 6, 1949, at 11:21 a. m.
Order No. 28649.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

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1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principal permitted use.
15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.
16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.
18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

Micro Fiched

George & Dorothy Rominger

FILED
NOV 19 1969
LAURENCE F. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-178

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between George & Dorothy Rominger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

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AMENDED-

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

1107-138

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Filmed

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

Micro Filmed

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Signed
Copy
Signed

OWNER _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

George & Dorothy Rominger

Parcel No. 25-010-05 - The S½ of Section 7, T10N, R1E, M.D.B.&M.

Parcel No. 25-280-01 - The North 109.27 acres of the NW ¼ of Section 18, T10N, R1E, M.D.B.&M.

Parcel No. 25-280-10 - The NE¼ and the fractional SE¼ of Section 18, T10N, R1E, M.D.B.&M.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Kathleen Woods

FILED
NOV 19 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-179

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

AMENDED

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Kathleen Woods, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Filmed

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

No. 71-139

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiche

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

Micro Fiche

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

ARTHUR H. EDMONDS

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

BARBARA A. RODGERS

By_____
DEPUTY

(SEAL)

Original Filed
Copy Signed

OWNER_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Signed

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

Original Signed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Kathleen Woods - Parcel No. 19-391-12

Description - The SW¼ of Section 33, T11N, R1E, M.D.B.&M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

AGREEMENT NO. 69-180

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Charles H. & Blanche Rominger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Charles H. & Blanche Rominger - Parcel 25-010-04

State of California, *and bounded and described as follows, to-wit:*

Lot Two (2) of the Chas. F. Rominger Estate Lands as held and occupied in Sections 7 and 8, T. 10 N. R. 1 E., and Sections 12 and 13, T. 10 N. R. 1 W., M. D. B. & M., according to the map or plat thereof on file and of record in the office of the County Recorder of the County of Yolo, State of California, in Volume 5 of Maps and Surveys, at page 15, containing 141.55 acres of land, more or less. SAVE AND EXCEPT therefrom the North twenty six acres thereof.

Lot Three (3) of the Chas. F. Rominger Estate Lands as held and occupied in Sections 7 and 8, T. 10 N. R. 1 E., and Sections 12 and 13, T. 10 N. R. 1 W., M. D. B. & M., according to the map or plat thereof on file and of record in the office of the County Recorder of the County of Yolo, State of California, in Volume 5 of Maps and Surveys, at page 15, containing 127.70 acres of land, more or less.

The North twenty-six (26) acres of Lot Number Two (2) of the Chas. F. Rominger Estate Lands as held and occupied in Sections 7 and 8, T. 10 N. R. 1 E., and Sections 12 and 13, T. 10 N. R. 1 W., M. D. B. & M., according to the map or plat thereof on file and of record in the office of the County Recorder of the County of Yolo, State of California, in Volume 5 of Maps and Surveys, at page 15.

No consideration passing, no stamps required.

Micro Fiched

Together *with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.*

To Have and to Hold *the said premises, together with the appurtenances, unto the said parties of the second part,* as Joint Tenants

In Witness Whereof *the said parties of the first part have executed these presents the day and year first above written.*

Signed and Delivered in the Presence of

Charles H. Rominger

Blanche Rominger

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
3. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Mary Elizabeth Stone, Kristine Ann Stone and
John F. Stone

(Endorsed) Filed NOV 12, 1969
LAURENCE P. HENICAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 69-181

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Mary Elizabeth Stone, Kristine Ann Stone & John F. Stone, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

AMENDED

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Filched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

SEE AGREEMENT

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

AD 71-140

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors
BARBARA A. RODGERS

By _____
DEPUTY

Original Filed
Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Mary Elizabeth Stone, Kristine Ann Stone and John F. Stone -
Parcel Nos. 25-010-09 and 16

located in the County of Yolo, State of California

W 1/2 of N.E. 1/4 of Section 4, T. 10 N. R. 1 E - 80 acres

N. W. 1/4 of Section 4, T. 10 N. R. 1 E. - 158 acres

E 1/2 of Section 5, T. 10 N. R. 1 E. - 318 acres

Micro Filmed

Exhibit A

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principal permitted use.
15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.
16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.
18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

Iris L. Knight

(Endorsed) Filed 2-16-90
LAURENCE P. HOLLOWAY, Clerk
By BARBARA A. RODGERS

AGREEMENT NO. 69-182

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Iris L. Knight, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

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W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

AMENDED - SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

AD 11-12

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By_____
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____
LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Iris L. Knight

Assessor's Parcel No. 25-010-18

Described as: That certain real property situated in the County of Yolo, State of California and particularly described as follows ~~to wit:~~

The South 1/2 of Section 8, Township 10 North, Range 1 East, M.D.B.&M.

Micro Fiched

RECEIVED
MAY 26 1959
YOLO COUNTY ASSESSOR

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustmen Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Fiched

Leonard E. Knight, Lauretta E. Knight & Ivy D. Knight

(Endorsed) Filed DEC 1 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-183

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 1969, by and between Leonard E. Knight, Lauretta E. Knight & Ivy D. Knight, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

Micro Fiched

W I T N E S S E T H

AMENDED

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

NO. 71-122

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Copy Filed & Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Copy Filed & Signed

Micro Fiched

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this ___ day of _____, 19___.

Original Copy Filed & Signed

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Leonard E. Knight, Lauretta E. Knight, and Ivy D. Knight - Parcel No. 25-010-08

The Southwest Quarter (S-W1/4) of Section Four (4), Township Ten North (T..10 N.) Range One East (R. 1 E.), Mount Diablo Base and Meridian, save and excepting therefrom the West 1/3 thereof.

Micro Filmed

EXHBIT "A"

Leonard E. Knight, Lauretta E. Knight, and Ivey Knight

Parcel No. 21-810-21

NW 1/4 of NW 1/4 and Lot 4 of Sec. 13; NE 1/4 of NE 1/4 and Lot 1 of Sec. 14; W 1/2 of SW 1/4 and the SW 1/4 of NW 1/4 of Sec. 12; and E 1/2 of SE 1/4 and the SE 1/4 of NE 1/4 of Sec 11

10-N R 1 W

Parcel No. 21-810-22

NW 1/4 of NW 1/4 and Lot 4 of Sec. 13; NE 1/4 of NE 1/4 and Lot 1 of Sec. 14; W 1/2 of SW 1/4 and the SW 1/4 of NW 1/4 of Sec. 12; and E 1/2 of SE 1/4 and the SE 1/4 of NE 1/4 of Sec. 11 T 10 1W

Micro Fiched

Exhibit "A"

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricult buildings and structures, and such uses as, l limited to, livestock ranges, animal husbandı crops, fallow, withdrawal from production pur to Federal agricultural programs such as, but limited to, that authorized by the Cropland A Act, tree crops, nurseries and greenhouses to with all necessary equipment and facilities f support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet fr existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a pri agricultural use when located on a parcel con at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the pr and relatives of the property owner or lessee; not including labor camps.

6. Mobile homes may be used as living quarters wh are located on land used for agricultural purp are appurtenant to such agricultural use, prov that there may not be more than one mobile hom each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobi homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducte business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Fiche

Vernon Horgan

FILED
NOV 14 1969
LAURENCE P. HENIGAN, Clerk
By PETTE E. TODD Deputy

AGREEMENT NO. 69-184

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 19 69, by and between Vernon Horgan, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

Micro Fiched

W I T N E S S E T H:

AMENDED

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

NO. 71-23

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
Copy signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Original Signed Copy

Micro Filmed

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this ___ day of _____, 19__.

Original Signed Copy

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Vernon Horgan - Parcel No. 25-010-16

Description - The NW¼ of Section 8, T10N, R1E, M.D.B.&M.

Micro Filmed

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Etched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Wilma Horgan

FILED
NOV 14 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-185

LAND CONSERVATION AGREEMENT

(PRESERVE NO. 36)

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of October, 19 69, by and between Wilma Horgan, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED-

Micro Fiched

W I T N E S S E T H:

SEE AGREEMENT

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-203; and

NO. 124

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By BARBARA A. RODGERS
DEPUTY

Original Filed
Copy Signed

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On NOVEMBER, 1962, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

Wilma Horgan - Parcel No. 25-010-14

Description: The NW¼ of Section 7, T10N, R1E, M.D.B.&M.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.